

AIR MAIL CONTRACTS

LETTER

FROM

THE POSTMASTER GENERAL

TRANSMITTING

IN RESPONSE TO SENATE RESOLUTION NO. 394, CERTAIN INFORMATION RELATIVE TO AIR MAIL CONTRACTS, EXISTING AIR MAIL ROUTES IN THE UNITED STATES, NEW ROUTES TO BE ESTABLISHED, AND NAMES OF OFFICERS AND ATTORNEYS THAT HAVE BEEN EMPLOYEES OF THE UNITED STATES GOVERNMENT WITHIN THE PAST FIVE YEARS

FEBRUARY 17 (calendar day, FEBRUARY 28), 1931.—Ordered to lie on the table and to be printed

POST OFFICE DEPARTMENT,
Washington, D. C., February 26, 1931.

The PRESIDENT OF THE SENATE.

SIR: I take pleasure in supplying the information requested by Senate Resolution 394, dated January 21, 1931, as follows:

1. The name and termination of each existing air mail route in the United States, what part of said route was established as an original route, and what part is an extension of the original route, and the name of the person, firm, or corporation holding the contract for carrying of mail over said route, and the terms of contract for each route.

Statements are attached as Exhibits 1 to 26, inclusive, giving this information for each existing air mail route.

2. The new routes to be established by the air mail appropriation provided in the appropriation act for 1931-32 for air mail service in continental United States, when it becomes a law, and also what extensions of routes will be made, and to what person, firm, or corporation each added extension will bring additional contracts for air mail service.

It is contemplated that service on the following additional routes will be provided under the appropriation for contract air mail service for the fiscal year 1932:

Louisville-Nashville.
Nashville-Dallas-Fort Worth.
Kansas City-Denver.
Pittsburgh-Washington.
Richmond-Norfolk.
Richmond-Jacksonville.
Greensboro-Columbia-Augusta.

The route from Louisville to Nashville has been authorized, to be effective March 2. It will be an extension of the Cleveland-Louisville route, operated by Continental Air Lines (Inc.). It has not yet been determined whether the other six routes will be handled as extensions of existing routes, or advertised for separate service.

3. Names of officers and attorneys of parent corporations, subsidiary, or affiliated corporations, holding air mail contracts, who have been employees or officials of the United States Government within the past five years.

Following is a statement giving this information so far as it is available in the records of the department:

Name of officer or attorney	Department with which formerly connected	Company with which associated
Mabel Walker Wilbrandt, attorney.	Department of Justice.	Colonial Air Transport (Inc.); Robertson Aircraft Corporation; Continental Air Lines (Inc.); Colonial Western Airways (Inc.) (Seth Berwise, contractor; Texas Air Transport (Inc.), subcontractor); Gulf Coast Airways (Inc.); Embry Riddle Co.; Interstate Air Lines (Inc.) (Robertson Aircraft Corporation, and Southwest Air Fast Express (Inc.), contractor; Southern Transcontinental Airways (Inc.), subcontractor.
William P. MacCracken, jr., attorney.	Department of Commerce.	Western Air Express (Inc.) (Western Air Express (Inc.) and Transcontinental Air Transport (Inc.), contractor; Transcontinental & Western Air (Inc.), subcontractor).
W. J. Barry, secretary.	War Department; U. S. Army.	Western Air Express (Inc.) and Transcontinental Air Transport (Inc.), contractor; Transcontinental & Western Air (Inc.), subcontractor.
C. E. Johnson, vice president.	Post Office Department, air-mail pilot.	Vern C. Gorst, contractor; Pacific Air Transport, subcontractor.
Frank B. Kellogg, attorney.	State Department.	Northwest Airways (Inc.).
H. S. Martin.	War Department; U. S. Army.	Clifford Ball, contractor; Pennsylvania Air Lines (Inc.), subcontractor.
D. B. Colyer, vice president.	Post Office Department, general superintendent air-mail service.	Boeing Airplane Co. and Edward Hubbard, contractor; Boeing Air Transport (Inc.), subcontractor.
James P. Murray, vice president.	Post Office Department, air-mail pilot.	Do.
Harold A. Elliott, vice president.	Navy Department; U. S. Navy.	Eastern Air Transport (Inc.).
R. C. Marshall, vice president.	Post Office Department, air-mail pilot.	Thompson Aeronautical Corporation, contractor; Transamerican Airlines Corporation, subcontractor.

4. The requirements by the Post Office Department for the establishment of new air mail routes or extension of air mail routes previous to their establishment as to airports, distances between emergency landing fields and other aids to navigation, and whether or not such requirements have been met previous to the establishment or extension of air mail routes in the past.

The following paragraph, taken from the last advertisement issued for proposals for contract air mail service, shows the department's requirements in this particular:

Such land lighthouses, emergency landing fields, radio stations, other means of communication, and other aids to navigation as may be necessary for the proper navigating of aircraft of these contractors must be provided for by the contractors or through such Government department as may be authorized to do so.

These or substantially similar requirements have uniformly been met in connection with the establishment or extension of air mail routes in the past.

Very truly yours,

WALTER F. BROWN.

EXHIBIT 1

Name of route: A. M. No. 1.

Termination: Boston, Mass.-New York, N. Y.

Statement of original route: Boston, Mass., via Hartford, Conn., to New York, N. Y., and return.

Extensions to original route: None.

Name of person, firm, or corporation holding the contract: Original contractor, Colonial Air Lines (Inc.); name of contractor changed to Colonial Air Transport (Inc.), November 12, 1925.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 1, Colonial Air Transport (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
					<i>Miles</i>
Effective Sept. 28, 1930.....	12.30 p. m.	A	Boston, Mass.....	New York, N. Y..	200
Effective Sept. 1, 1930.....	5.15 a. m.	J	New York, N. Y..	Boston, Mass.....	200
Effective May 5, 1930.....	6.15 p. m.	(j)	Boston, Mass.....	New York, N. Y..	200

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Sept. 28, 1930.....	12.5	200	\$0.55	-----	1	2.5	6	4.5	\$0.69
Effective Sept. 1, 1930.....	47	750	.75	15	1	2.5	3	-----	.96½
Effective May 5, 1930.....	25	400	.65	15	1	2.5	3	-----	.86½

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Boston, Mass., by way of Hartford, Conn., to New York, N. Y., and return.

Carrier: Colonial Air Transport (Inc.), of New York, N. Y.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air-mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air-mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by

the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas the Colonial Air Transport (Inc.), of New York, N. Y., a corporation duly organized and existing under the laws of the State of Connecticut, hereinafter called the carrier, on the 7th day of November, 1925, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Boston, Mass., by way of Hartford, Conn., to New York, N. Y., and return, the said contract having been extended pursuant to the terms thereof for a period of six months and presently being in full force and effect:

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of July, 1926, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Colonial Air Transport (Inc.), of New York, N. Y., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 5th day of November, 1925, from the date of the acceptance of this certificate, except compensation due for service performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Boston, Mass., by way of Hartford, Conn., to New York, N. Y., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purpose of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 201 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein shall be subject to the approval of the Postmaster General.

The following services may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from New York at 5.15 a. m., daily except Sundays and holidays, to be classified as class A service, and payment made therefor at the rate of 88½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 10 passengers, departing from Boston at 11 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 69 cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Boston at 6.15 p. m., daily except Sundays and holidays, to be classified as class A service, and payment made therefor at the rate of 86½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to

inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to Post Offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereinafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 3d day of May, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

W. IRVING GLOVER.

Accepted upon the terms and conditions above set out this 3d day of May, 1930.

COLONIAL AIR TRANSPORT (INC.),
By JOHN F. O'RYAN, *President.*

EXHIBIT 2

Name of route: A. M. No. 2.

Termination: Chicago, Ill.-St. Louis, Mo.

Statement of original route: Chicago, Ill., via Springfield, and Peoria, Ill., to St. Louis, Mo., and return.

Extensions to original route: None.

Name of person, firm, or corporation holding the contract: Original contractor, Robertson Aircraft Corporation.

Terms of contract: Copy of the air-mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on A. M. route No. 2, Robertson Aircraft Corporation, as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
					<i>Miles</i>
Effective Sept. 1, 1930	4.15 p. m.	A	St. Louis, Mo.	Chicago, Ill.	276
Effective Dec. 1, 1930	11.00 a. m.	A	Chicago, Ill.	St. Louis, Mo.	276
Do.	1.45 p. m.	A	St. Louis, Mo.	Chicago, Ill.	276
Effective Feb. 15, 1931	7.45 a. m.	A	Chicago, Ill.	St. Louis, Mo.	276

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Sept. 1, 1930	12.5	200	\$0.55	-----	-----	1.5	-----	3	\$0.595
Effective Dec. 1, 1930	12.5	200	.55	-----	-----	1.5	3	3	.625
Do.	12.5	200	.55	-----	-----	1.5	3	3	.625
Effective Feb. 15, 1931	12.5	200	.55	-----	-----	1.5	-----	3	.595

ROUTE CERTIFICATE, AIR MAIL SERVICE

Route: Chicago, Ill., by way of Springfield, Ill., and such other designated points to St. Louis, Mo., and return.

Carrier: Robertson Aircraft Corporation of St. Louis, Mo.

Whereas section 2 of the act of Congress approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas the Robertson Aircraft Corporation of St. Louis, Mo., a corporation duly organized and existing under the laws of the State of Missouri, hereinafter called the carrier, on the 7th day of November, 1925, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Chicago, Ill., by way of Springfield, Ill., and such other designated points, to St. Louis, Mo., and return, the said contract having been extended pursuant to the terms thereof for a period of six months and presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 15th day of April, 1926, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Robertson Aircraft Corporation of St. Louis, Mo., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the

date of beginning service under said contract, to-wit, on the 5 h day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 5th day of November, 1925, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Chicago, Ill., by way of Springfield, Ill., and such other designated points, to St. Louis, Mo., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 270 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over the said route:

(1) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than six passengers, departing from Chicago at 6.10 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 59½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 10 passengers, departing from Chicago at 11 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 67 cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodation for not less

than 10 passengers, departing from St. Louis at 1.45 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 67 cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than six passengers, departing from St. Louis at 4.15 p. m., daily, to be classified as class B. service, and payment made therefor at the rate of 63½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air-mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster

General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By the agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereinafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this third day of May, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

W. IRVING GLOVER.

Accepted upon the terms and conditions above set out this 3d day of May, 1930.

ROBERTSON AIRCRAFT CORPORATION,
By JOHN F. O'RYAN, *Vice President.*

EXHIBIT 3

Name of route: A. M. No. 3.

Termination: Chicago, Ill.-Dallas and Fort Worth, Tex.

Statement of original route: Chicago, Ill., via Moline, Ill., St. Joseph, and Kansas City, Mo., Wichita, Kans., and Oklahoma City, Okla., to Dallas and Fort Worth, Tex., and return.

Extensions to original route: Ponca City, Okla., April 4, 1927 (no additional mileage), Tulsa, Okla., July 5, 1928 (72 miles).

Name of person, firm, or corporation holding the contract: National Air Transport (Inc.).

Terms of contract: Copy of the air-mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 3, National Air Transport (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
Effective Jan. 1, 1931	2.40 p. m.	A	Kansas City, Mo.	Chicago, Ill.	Miles 427
Do.	9 a. m.	A	Chicago, Ill.	Kansas City, Mo.	427
Effective Feb. 1, 1931	1.20 p. m.	A	Kansas City, Mo.	Dallas, Tex.	538
Do.	9.30 a. m.	A	Dallas, Tex.	Kansas City, Mo.	538
Effective Jan. 1, 1931	8 p. m.	(a)	Chicago, Ill. (including trip, Ponca City to Tulsa).	Dallas, Tex.	1,048
Do.	7.30 p. m.	(a)	Dallas, Tex. (including trip, Tulsa to Ponca City)	Chicago, Ill.	1,048

	Cubic feet	Pounds	Base rate per Mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Jan. 1, 1931	47	750	\$0.75	-----	-----	2.5	3	13	\$0.9314
Do.	47	750	.75	-----	-----	2.5	3	13	.9314
Effective Feb. 1, 1931	47	750	.75	-----	-----	2.5	3	-----	.8012
Do.	47	750	.75	-----	-----	2.5	3	-----	.8012
Effective Jan. 1, 1931	47	750	.75	15	-----	2.5	3	-----	.9512
Do.	47	750	.75	15	-----	2.5	3	-----	.9512

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Chicago, Ill., by way of Moline, Ill., St. Joseph, Mo., Kansas City, Mo., Wichita, Kans., Oklahoma City, Okla., and such other designated points to Dallas, and Fort Worth, Tex., and return.

Carrier: National Air Transport (Inc.), of Chicago, Ill.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air-mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the

date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air-mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas the National Air Transport (Inc.), of Chicago, Ill., a corporation duly organized and existing under the laws of the State of Delaware, hereinafter called the carrier, on the 7th day of November, 1925, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Chicago, Ill., by way of Moline, Ill., St. Joseph, Mo., Kansas City, Mo., Wichita, Kans., Oklahoma City, Okla., and such other designated points to Dallas and Fort Worth, Tex., and return, the said contract having been extended pursuant to the terms thereof for a period of six months and presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 12th day of May, 1926, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said National Air Transport (Inc.) of Chicago, Ill., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile, for a period ending not more than 10 years from the date of beginning service under said contract, to wit on the 5th day of April, 1936, subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the said mail contract hereinbefore referred to, dated the 5th day of November, 1925, from the date of the acceptance of this certificate except compensation due for service performed prior to the date hereof, and upon the

acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Chicago, Ill., by way of Moline, Ill., St. Joseph, Mo., Kansas City, Mo., Wichita, Kans., Oklahoma City, Okla., and such other designated points to Dallas and Fort Worth, Tex., and return, including any extension or other modification of said route that may be made as hereinbefore provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 1,072 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed, the design and capacity of such aircraft, and the location, size and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Chicago at 6.10 a. m., daily, to be classified as class C service, and payment made therefor at the rate of 80½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Dallas, Tex., 9.30 a. m., daily, to be classified as class C service, and payment made therefor at the rate of 80½ cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Dallas at 7.30 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 95½ cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Chicago at 8 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 95½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that

of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By the agreement of the Postmaster General and the carrier, the life of this certificate may be canceled or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereinafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 3d day of May, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

W. IRVING GLOVER.

Accepted upon the terms and conditions above set out this 3d day of May, 1930.

NATIONAL AIR TRANSPORT (INC.),
By PAUL HENDERSON, *Vice President.*

EXHIBIT 4

Name of route: A. M. No. 4.

Termination: Salt Lake City, Utah-San Diego, Calif.

Statement of original route: Salt Lake City, Utah, via Las Vegas, Nev., to Los Angeles, Calif., and return.

Extensions to original route: Extended to San Diego, Calif., June 1, 1930 (120 miles).

Name of person, firm or corporation holding the contract: Western Air Express (Inc.).

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 4, Western Air Express (Inc.), as of February 12, 1931:

	Trip	Fre- quency	From—	To—	Dis- tance
Effective June 1, 1930.....	9.10 a. m.	(a)	Salt Lake City, Utah.	Los Angeles, Calif.	<i>Miles</i> 651
Do.....	9.30 p. m.	(a)	do.....	do.....	651
Do.....	7.35 a. m.	(a)	Los Angeles, Calif.	Salt Lake City, Utah.	651
Do.....	7.00 p. m.	(a)	do.....	do.....	651
Do.....	4.30 a. m.	(a)	do.....	San Diego, Calif.	120
Do.....	5.30 p. m.	(a)	San Diego, Calif.	Los Angeles, Calif.	120

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rat- per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective June 1, 1930.....	125	2,000	\$0.95	-----	2	1.5	6	13	\$1.17½
Do.....	80	1,600	.925	15	2	1.5	6	-----	1.17
Do.....	62.5	1,000	.85	-----	2	1.5	6	13	1.07½
Do.....	78	1,250	.90	15	2	1.5	6	-----	1.14½
Do.....	25	400	.65	-----	2	2.5	6	4.5	.80
Do.....	25	400	.65	-----	2	2.5	6	4.5	.80

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Salt Lake City, Utah, by way of Las Vegas, Nev., to Los Angeles, Calif., and return.

Carrier: Western Air Express (Inc.), of Los Angeles, Calif.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas the Western Air Express (Inc.), of Los Angeles, Calif., a corporation duly organized and existing under the laws of the State of California, hereinafter called the carrier, on the 7th day of November, 1925, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Salt Lake City, Utah, by way of Las Vegas, Nev., to Los Angeles, Calif., and return, the said contract having been extended pursuant to the

terms thereof for a period of six months and presently being in full force and effect;

And whereas, the said carrier has satisfactorily operated said air route for a period of not less than two years, to-wit, from the 17th day of April, 1926, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Western Air Express (Inc.), of Los Angeles, Calif., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the fifth day of November, 1925, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Salt Lake City, Utah, by way of Las Vegas, Nev., to Los Angeles, Calif., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 670 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 62.5 cubic feet of space for 1,000 pounds of air mail, and accommodations for not less than eight passengers, departing from Los Angeles at 7.35 a. m., daily except Monday, to be classified as Class D service, and payment made therefor at the rate of \$1.07½ per mile, until otherwise ordered.

(2) One flight by a plane having not less than 125 cubic feet of space for 2,000 pounds of air mail, and accommodations for not less than three passengers, departing from Salt Lake City at 9.10 a. m., daily, to be classified as class D service, and payment made therefor at the rate of \$1.17½ per mile, until otherwise ordered.

(3) One flight by a plane having not less than 78 cubic feet of space for 1,250 pounds of air mail, departing from Los Angeles at 7 p. m., daily, to be classified as class A service, and payment made therefor at the rate of \$1.14½ per mile, until otherwise ordered.

(4) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from Salt Lake City at 9.30 p. m., daily except Monday, to be classified as class A service, and payment made therefor at the rate of \$1.17 per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express condition that the said carrier will hold itself subject to all the conditions imposed by

the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at anytime for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at anytime during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereinafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful

and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 3d day of May, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General.

W. IRVING GLOVER.

Accepted upon the terms and conditions above set out this 3d day of May, 1930.

WESTERN AIR EXPRESS (Inc.),
By HARRIS M. HANSHUE, *President.*

EXHIBIT 5

Name of route: A. M. No. 5.

Termination: Salt Lake City, Utah ¹Seattle-Spokane, Wash.

Statement of original route: Elko, Nev., ¹via Boise, Idaho, to Pasco, Wash., and return.

Extensions to original route: Effective July 1, 1930, route air mail No. 5 was consolidated with route C. A. M. No. 32, Pasco, Wash., to Spokane, Wash.; to Portland, Oreg.; and to Seattle, Wash., the original contractor for route C. A. M. No. 32 being Varney Air Lines (Inc.).

Name of person, firm, or corporation holding the contract: Contractor, Walter T. Varney; sublet to Varney Air Lines (Inc.), May 5, 1930.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 5, Varney Air Lines (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
Effective Feb. 1, 1931.....	9.30 p. m.	A	Salt Lake City, Utah.	Seattle, Wash.....	<i>Miles</i> 884
Do.....	1.30 p. m.	A	Seattle, Wash.....	Salt Lake City, Utah.	884
Do.....	9.30 a. m.	A	Salt Lake City, Utah.	Pasco, Wash.....	548
Do.....	4 p. m.	A	Pasco, Wash.....	Portland, Oreg....	189
Do.....	6.15 a. m.	A	Portland, Oreg....	Pasco, Wash.....	189
Do.....	8.15 a. m.	A	Pasco, Wash.....	Salt Lake City, Utah.	548
Do.....	4.15 a. m.	A	do.....	Spokane, Wash....	133
Do.....	3.30 p. m.	A	Spokane, Wash....	Pasco, Wash.....	133

¹ The terminal was changed from Elko, Nev., to Salt Lake City, Utah, effective October 1, 1926, because of betterment of service by reason of mail connections at Salt Lake City field.

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Feb. 1, 1931.....	47	750	\$0.75	15	2	1.5	6	1.5	\$1.01
Do.....	47	750	.75	15	2	1.5	6	1.5	1.01
Do.....	47	750	.75	-----	2	1.5	6	1.5	.86
Do.....	25	400	.65	-----	2	1.5	6	1.5	.76
Do.....	25	400	.65	-----	2	1.5	6	1.5	.76
Do.....	47	750	.75	-----	2	1.5	6	1.5	.86
Do.....	12.5	200	.55	-----	-----	-----	6	1.5	.62½
Do.....	12.5	200	.55	-----	-----	-----	6	1.5	.62½

MAY 27, 1930.

Order—Route A. M. No. 5, Walter T. Varney; Route C. A. M. No. 32, Varney Air Lines (Inc.):

The route certificate issued to Walter T. Varney for service over A. M. No. 5, and sublet to Varney Air Lines (Inc.), is hereby referred to and, whereas in the judgment of the Postmaster General the public interest will be promoted thereby, the two above-mentioned routes are consolidated in accordance with the provisions of the act approved April 29, 1930. The contract for C. A. M. No. 32, with the consent of the contractor, is therefore canceled and the route consolidated with A. M. No. 5, effective July 1, 1930.

The carrier is stated as Walter T. Varney of San Francisco, Calif., and permission is granted to sublet the consolidated route, effective July 1, 1930, to Varney Air Lines (Inc.), Balboa Building, San Francisco, Calif., the terms and conditions as set forth in the certificate issued on May 3, 1930, for air mail No. 5 to prevail, and the rates of pay to be stated in a subsequent order.

W. IRVING GLOVER,
Second Assistant.

ROUTE CERTIFICATE AIR-MAIL SERVICE

Route: Elko, Nev. (Salt Lake City), by way of Boise, Idaho, to Pasco, Wash., and return.

Carrier: Walter T. Varney, of San Francisco, Calif.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding 10 years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an airmail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually,

by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas Walter T. Varney, a citizen of the United States, hereinafter called the carrier, on the 7th day of November, 1925, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Elko, Nev. (Salt Lake City), by way of Boise, Idaho, to Pasco, Wash., and return, the said contract having been extended pursuant to the terms thereof for a period of six months and presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 6th day of April, 1926, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Walter T. Varney, of San Francisco, Calif., shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile, for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 5th day of November, 1925, from the date of the acceptance of this certificate, except compensation due for service performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Elko, Nev. (Salt Lake City, Utah), by way of Boise, Idaho, to Pasco, Wash., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier the Postmaster General, from time to time, may modify said route by an extension or extensions

thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purpose of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 560 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following services may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, and accommodations for not less than two passengers, departing from Pasco, Wash., at 8.15 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 83 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, and accommodations for not less than two passengers, departing from Salt Lake City, Utah, at 9.30 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 83 cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, and accommodations for not less than two passengers, departing from Pasco, Wash., at 8.15 p. m., daily, to be classified as class B service, and payment made therefor at the rate of 98 cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, and accommodations for not less than two passengers, departing from Salt Lake City, Utah, at 9.30 p. m. daily, to be classified as class B service, and payment made therefor at the rate of 98 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not, directly or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air-mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any

rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein, not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereinafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 3d day of May, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

W. IRVING GLOVER.

Accepted upon the terms and conditions above set out this 3d day of May, 1930.

WALTER T. VARNEY,
By LOUIS H. MUELLER,
Attorney in Fact.

EXHIBIT 6

Name of route: A. M. No. 8.

Termination: Seattle, Wash.-San Diego, Calif.

Statement of original route: Seattle, Wash., via Portland and Medford, Oreg., Sacramento, San Francisco, Fresno, and Bakersfield, Calif., to Los Angeles, Calif., and return.

Extensions to original route: Tacoma, Wash., September 7, 1927, (no additional miles); San Jose, Calif., October 15, 1928, (42 miles); San Diego, Calif., July 1, 1930 (120 miles).

Name of person, firm, or corporation holding the contract: Contractor—Vern C. Gorst. Sublet to Pacific Air Transport, March 26, 1926.

Terms of contract: Copy of the air-mail-route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 8, Pacific Air Transport (Inc.), as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
Effective July 1, 1930.....	10.15 p. m.	(a)	San Diego, Calif. (including trip San Jose to Oakland).	Seattle, Wash.....	Miles 1,238
Effective Aug. 15, 1930.....	7 p. m.....	(a)	Seattle, Wash. (including trip Oakland to San Jose)	San Diego, Calif..	1,238

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective July 1, 1930.....	25	400	.65	15	2	2.5	6	1.5	Miles \$0.92
Effective Aug. 15, 1930.....	25	400	.65	15	2	2.5	6	1.5	.92

ROUTE CERTIFICATE, AIR MAIL SERVICE

Route: Seattle, Wash., by certain designated points, to Los Angeles, Calif., and return.

Carrier: Pacific Air Transport, of Oakland, Calif.

Whereas, section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas Vern C. Gorst, an individual and citizen of the United States, on the 27th day of January, 1926, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Seattle, Wash., by certain designated points, to Los Angeles, Calif., and return, and on the 6th day of March, 1926, the Pacific Air Transport, of Oakland, Calif., a corporation duly organized and existing under the laws of the State of Oregon, hereinafter called the carrier, became the subcontractor on this route, the said contract

having been extended pursuant to the terms thereof for a period of not to exceed six months and presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 15th day of September, 1926, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Pacific Air Transport, of Oakland, Calif., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 27th day of January, 1926, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Seattle, Wash., by certain designated points, to Los Angeles, Calif., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 1,130 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than 2 passengers, departing from Portland, Oreg., at 7.15 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 77 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than 2 passengers, departing from Los Angeles at 11.45 p. m., daily, to be classified as class B service, and payment made therefor at the rate of 92 cents per mile for night flying and 77 cents per mile for day flying, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing as it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in

consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 27th day of May, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

W. IRVING GLOVER.

Accepted upon the terms and conditions above set out this 27th day of May, 1930.

PACIFIC AIR TRANSPORT,
P. G. JOHNSON, Vice President.

EXHIBIT 7

Name of route: A. M. No. 9.

Termination: Chicago, Ill.-Pembina, N. Dak.

Statement of original route: Chicago, Ill., via Milwaukee and La Crosse, Wis., to St. Paul-Minneapolis, Minn., and return.

Extensions to original route: Madison, Wis., November 22, 1927 (6 miles); Fond du Lac, Oshkosh, Appleton, Green Bay, December 15, 1928 (120 miles); Rochester, Minn., Elgin and Rockford, Ill., Janesville, Wis., March 8, 1930 (161 miles); Beloit, Wis., September 1, 1930 (no additional mileage); Grand Forks, Fargo and Pembina, N. Dak., February 2, 1931 (382 miles).

Name of person, firm, or corporation holding the contract: Contractor, Charles Dickinson, who was relieved of the contract by mutual agreement under the terms of the contract. The route was readvertised and the new contract was awarded to Northwest Airways (Inc.), effective October 1, 1926.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 9, Northwest Airways (Inc.), as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
Effective Sept. 1, 1930.....	6.10 a. m.	(a)	Chicago, Ill. (via Milwaukee).	St. Paul, Minn.	Miles 407
Do.....	11.30 p. m.	(a)	do	do	407
Do.....	7.30 a. m.	(a)	Milwaukee.	Green Bay, Wis.	123
Do.....	7 a. m.	(a)	Chicago, Ill.	Madison, Wis.	134
Do.....	2.45 p. m.	(a)	St. Paul, Minn. (via Milwaukee).	Chicago, Ill.	407
Do.....	8.45 a. m.	(a)	St. Paul, Minn.	do	386
Do.....	11.30 p. m.	(a)	St. Paul, Minn. (via Milwaukee).	do	407
Do.....	4.30 p. m.	(a)	Green Bay	Milwaukee, Wis.	123
Do.....	4.40 p. m.	(a)	Madison, Wis.	Chicago, Ill.	134
Effective Nov. 1, 1930.....	2.15 p. m.	A	Chicago, Ill.	St. Paul, Minn.	386
Effective Feb. 2, 1931.....	8 a. m.	(a)	St. Paul, Minn.	Pembina, N. Dak.	382
Do.....	10.15 a. m.	(a)	Pembina, N. Dak.	St. Paul, Minn.	382

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective Sept. 1, 1930.....	25	400	\$0. 65	-----	1	2. 5	-----	3	\$0. 71 $\frac{1}{2}$
Do.....	25	400	. 65	15	1	2. 5	-----	-----	. 83 $\frac{1}{2}$
Do.....	12. 5	200	. 55	-----	-----	2. 5	-----	1. 5	. 79
Do.....	12. 5	200	. 55	-----	-----	-----	-----	1. 5	. 56 $\frac{1}{2}$
Do.....	25	400	. 65	-----	1	2. 5	-----	3	. 71 $\frac{1}{2}$
Do.....	12. 5	200	. 55	-----	1	-----	-----	4. 5	. 60 $\frac{1}{2}$
Do.....	25	400	. 65	15	1	2. 5	-----	-----	. 83 $\frac{1}{2}$
Do.....	12. 5	200	. 55	-----	-----	2. 5	-----	1. 5	. 59
Do.....	12. 5	200	. 55	-----	-----	-----	-----	1. 5	. 56 $\frac{1}{2}$
Effective Nov. 1, 1930.....	12. 5	200	. 55	-----	1	-----	-----	4. 5	. 60 $\frac{1}{2}$
Effective Feb. 2, 1931.....	47	750	. 75	-----	1	2. 5	-----	3	. 81 $\frac{1}{2}$
Do.....	47	750	. 75	-----	1	2. 5	-----	3	. 81 $\frac{1}{2}$

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Chicago, Ill., by certain designated points to Minneapolis and St. Paul, Minn., and return.

Carrier: Northwest Airways (Inc.), of St. Paul, Minn.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Northwest Airways (Inc.), of St. Paul, Minn., a corporation duly organized and existing under the laws of the State of Michigan, hereinafter called the carrier, on the 15th day of November, 1926, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Chicago, Ill., by certain designated points, to Minneapolis, Minn., and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of October, 1926, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Northwest Airways (Inc.), of St. Paul, Minn., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 7th day of September, 1926, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Chicago, Ill., by certain designated points, to Minneapolis and St. Paul, Minn., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor, including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 407 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than six passengers, departing from Chicago at 6.10 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 71½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Chicago at 3 p. m., daily, to be classified as class C service, and payment made therefor at the rate of 60½ cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Chicago at 11.30 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 83½ cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Milwaukee at 7.30 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 59 cents per mile, until otherwise ordered.

(5) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Chicago at 7. a. m., daily, to be classified as class D service, and payment made therefor at the rate of 56½ cents per mile, until otherwise ordered.

(6) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than six passengers, departing from St. Paul at 2.45 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 71½ cents per mile, until otherwise ordered.

(7) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from St. Paul at 8.45 a. m., daily, to be classified as class C service, and payment made therefor at the rate of 60½ cents per mile, until otherwise ordered.

(8) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from St. Paul at 11.30 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 83½ cents per mile, until otherwise ordered.

(9) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Green Bay at 4.30 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 59 cents per mile, until otherwise ordered.

(10) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Madison at 4.40 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 56½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express condition that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000, conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 30th day of August, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 30th day of August, 1930.

NORTHWEST AIRWAYS (INC.),
L. H. BRITTIN,
Vice President and General Manager.

EXHIBIT 8

Name of route: A. M. No. 11.

Termination: Cleveland, Ohio-Pittsburgh, Pa.

Statement of original route: Cleveland, Ohio, by way of Youngstown, Ohio, to McKeesport and Pittsburgh, Pa., and return.

Extensions to original route: None.

Name of person, firm, or corporation holding the contract: Contractor, Clifford Ball; sublet to Pennsylvania Air Lines (Inc.), October 26, 1930.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 11, Pennsylvania Air Lines (Inc.), as of February 12, 1931.

	Trip	Fre- quency	From—	To—	Dis- tance
Effective Oct. 26, 1930.....	12 p. m....	A	Pittsburgh, Pa....	Cleveland, Ohio....	Miles 140
Do.....	2.40 p. m....	A	do.....	do.....	140
Effective Dec. 1, 1930.....	2.30 a. m....	A	Cleveland, Ohio....	Pittsburgh, Pa....	140
Do.....	1.30 p. m....	A	do.....	do.....	140

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective Oct. 26, 1930.....	12.5	200	\$0.55	15	-----	1.5	-----	-----	\$0.71½
Do.....	12.5	200	.55	-----	-----	1.5	-----	1.5	.58 ½
Effective Dec. 1, 1930.....	12.5	200	.55	15	-----	1.5	-----	-----	.71½
Do.....	12.5	200	.55	-----	-----	1.5	-----	1.5	.58

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Cleveland, Ohio, by way of Youngstown, Ohio, to Pitts-
burgh, Pa., and return.

Carrier: Clifford Ball, of Pittsburgh, Pa.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding 10 years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas, Clifford Ball, of Pittsburgh, Pa., a citizen of the United States, hereinafter called the carrier, on the 27th day of April, 1926, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Cleveland, Ohio, by way of Youngstown, Ohio, to Pittsburgh, Pa., and return, the said contract

having been extended pursuant to the terms thereof for a period of six months and presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 21st day of April, 1927, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Clifford Ball, of Pittsburgh, Pa., shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 27th day of March, 1926, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date thereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Cleveland, Ohio, by way of Youngstown, Ohio, to Pittsburgh, Pa., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 140 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Cleveland, Ohio, at 12.15 a. m. daily, to be classified as class A service, and payment made therefor at the rate of 71½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Pittsburgh, Pa., at 12 p. m. daily, to be classified as class A service, and payment made therefor at the rate of 71½ cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Cleveland, Ohio, at 12.15 p. m. daily, to be classified as class D service, and payment made therefor at the rate of 58 cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Pittsburgh, Pa., at 2.40 p. m. daily, to be classified as class D service, and payment made therefor at the rate of 58 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service

generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach of it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field, or fields, to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 24th day of October, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 24th day of October, 1930.

CLIFFORD BALL.

EXHIBIT 9

Name of route: A. M. No. 12.

Termination: Cheyenne, Wyo.-Pueblo, Colo.

Statement of original route: Cheyenne, Wyo., via Denver and Colorado Springs, Colo., to Pueblo, Colo., and return.

Extensions to original route: None.

Name of person, firm, or corporation holding the contract: Contractor, Colorado Airways (Inc.), which was relieved of the contract by mutual agreement under the terms of the contract. The route was readvertised and the new contract was awarded to Western Air Express (Inc.), from December 10, 1927.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route air mail No. 12, Western Air Express (Inc.), as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
Effective Nov. 1, 1930.....	5 a. m.....	A	Cheyenne, Wyo....	Pueblo, Colo.....	Miles 204
Effective Feb. 15, 1931.....	4 p. m.....	A	Pueblo, Colo.....	Cheyenne, Wyo....	204

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Nov. 1, 1930.....	25	400	\$0. 65	15	2	1. 5	-----	1. 5	\$0. 85
Effective Feb. 15, 1931.....	25	400	. 65	-----	2	1. 5	-----	1. 5	. 70

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Cheyenne, Wyo., via Denver and Colorado Springs, to Pueblo, Colo., and return.

Carrier: Western Air Express (Inc.), of Los Angeles, Calif.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas the Western Air Express (Inc.), of Los Angeles, Calif., a corporation duly organized and existing under the laws of the State of California, hereinafter called the carrier, on the 4th day of October, 1927, duly entered into a contract with the United States to transport the air mail by contract on a route from Cheyenne, Wyo., by way of Denver and Colorado Springs, to Pueblo, Colo., and return, the said contract presently being in full force and effect.

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 10th day of December, 1927, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Western Air Express (Inc.), of Los Angeles, Calif., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 4th day of October, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Cheyenne, Wyo., by way of Denver and Colorado Springs, to Pueblo, Colo., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 204 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartment therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than two passengers, departing from Cheyenne, Wyo., at 5 a. m., daily, to be classified as Class B service, and payment made therefor at the rate of 85 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than two passengers, departing from Pueblo, Colo., at 4.15 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 70 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air-mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air-mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms

and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field, or fields, to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the counter-signature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 26th day of October, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General.

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 30th day of October, 1930.

WESTERN AIR EXPRESS (INC.),
By HARRIS M. HANSHUE, *President.*

Attest:

H. M. WRIGHT, *Secretary.*

EXHIBIT 10

Name of route: A. M. No. 16.

Termination: Cleveland, Ohio-Louisville, Ky.

Statement of original route: Cleveland, Ohio, via Akron, Columbus, Dayton, and Cincinnati, Ohio, to Louisville, Ky., and return.

Extensions to original route: Springfield, Ohio, May 1, 1929 (no additional mileage).

Name of person, firm or corporation holding the contract: Continental Air Lines (Inc.).

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 16, Continental Air Lines (Inc.), as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
Effective Dec. 1, 1930.....	1.30 p. m.	J	Cleveland, Ohio..	Akron, Ohio.....	<i>Miles</i> 33
Do.....	3.30 a. m.	A	do.....	Louisville, Ky.....	351
Effective Nov. 1, 1930.....	6.15 p. m.	A	Louisville, Ky.....	Cleveland, Ohio.....	351
Do.....	3.45 p. m.	J	Akron, Ohio.....	do.....	33

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile.
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Dec. 1, 1930.....	12.5	200	\$0.55	-----	-----	1.5	3	-----	\$0.59½
Do.....	25	400	.65	15	-----	2.5	3	-----	.85½
Effective Nov. 1, 1930.....	25	400	.65	15	-----	2.5	3	-----	.85½
Do.....	12.5	200	.55	-----	-----	1.5	3	-----	.59½

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Cleveland, Ohio, via other designated points to Louisville, Ky., and return.

Carrier: Continental Air Lines (Inc.), of Cleveland, Ohio.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding 10 years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than 2 years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas the Continental Air Lines (Inc.), of Cleveland, Ohio, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called the carrier, on the 10th day of October, 1927, duly entered into a contract with the United States to trans-

port the air mail by contract on a route from Cleveland, Ohio, via certain other designated points to Louisville, Ky., and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of August, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Continental Air Lines (Inc.), of Cleveland, Ohio, shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 10th day of October, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Cleveland, Ohio, via other designated points to Louisville, Ky., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purpose of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 351 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartment therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Cleveland, Ohio, at 2.45 a. m., daily, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Louisville, Ky., at 6 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Cleveland, Ohio, at 12.45 p. m., daily, to be classified as class C service, and payment made therefor at the rate of 59½ cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Akron, Ohio, at 3.45 p. m., daily, to be classified as class C service, and payment made therefor at the rate of 59½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air-mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air-mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air-mail service; that no Member of or Delegate to Congress shall be admitted

to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the person to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the

faithful and efficient performance in accordance with the terms and conditions hereinbefore set out of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General, and the acceptance of this certificate upon the same terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 21st day of October, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 23d day of October, 1930.

CONTINENTAL AIR LINES (INC.),
By HAINER HINSHAW, *Vice President.*

EXHIBIT 11

Name of route: A. M. No. 17.

Termination: New York, N. Y., Cleveland, Ohio.

Statement of original route: New York, N. Y., via Cleveland, Ohio, to Chicago, Ill., and return.

Extensions to original route: Detroit, Mich., June 4, 1928; Toledo, Ohio, June 4, 1928 (54 additional miles).

Name of person, firm, or corporation holding the contract: National Air Transport (Inc.).

Terms of contract: Copy of the air-mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 17, National Air Transport (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
Effective Dec. 1, 1930.....	No. 2, 1.30 p. m.	A	Cleveland, Ohio..	New York, N. Y..	<i>Miles</i> 418
Do.....	No. 1, 12 m.	A	New York, N. Y..	Cleveland, Ohio..	418
Do.....	No. 1, 4.46 p. m.	A	Cleveland, Ohio..	Chicago, Ill.....	318
Do.....	No. 2, 9.30 a. m.	A	Chicago, Ill.....	Cleveland, Ohio..	318
Do.....	No. 3, 9.20 p. m.	J	New York, N. Y..	Chicago, Ill.....	736
Do.....	No. 4, 8.30 p. m.	J	Chicago, Ill.....	New York, N. Y..	736
Do.....	No. 5, 10.15 p. m.	A	New York, N. Y..	Chicago, Ill.....	736
Do.....	No. 6, 10 p. m.	A	Chicago, Ill.....	New York, N. Y..	736

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Dec. 1, 1930.....	80-100	1,600	\$0.925	-----	1	2.5	6	13	\$1.15
Do.....	80-100	1,600	.925	-----	1	2.5	6	13	1.15
Do.....	80-100	1,600	.925	-----	1	2.5	6	13	1.15
Do.....	80-100	1,600	.925	-----	1	2.5	6	13	1.15
Do.....	80-100	1,600	.925	15	1	2.5	3	-----	1.14
Do.....	80-100	1,600	.925	15	1	2.5	3	-----	1.14
Do.....	80-100	1,600	.925	15	1	2.5	3	-----	1.14
Do.....	80-100	1,600	.925	15	1	2.5	3	-----	1.14

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: New York, N. Y., by way of Cleveland, Ohio, to Chicago, Ill., and return.

Carrier: National Air Transport (Inc.), of Chicago, Ill.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas the National Air Transport (Inc.), of Chicago, Ill., a corporation duly organized and existing under the laws of the State of Delaware, hereinafter called the carrier, on the 2d day of April, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from New York, N. Y., by way of Cleveland, Ohio, to Chicago, Ill., and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of September, 1927, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said National Air Transport (Inc.), of Chicago, Ill., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 2d day of April, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from New York, N. Y., by way of Cleveland, Ohio, to Chicago, Ill., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor, including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 719 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from New York, N. Y., at 12.15 p. m. daily, to be classified as class C service, and payment made therefor at the rate of \$1.02 per mile, between New York, N. Y., and Cleveland, Ohio, until otherwise ordered.

(2) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, and accommodations for not less than seven passengers, departing from Cleveland, Ohio, at 4.35 p. m. daily, to be classified as class D service, and payment made therefor at the rate of \$1.15 per mile, between Cleveland, Ohio, and Chicago, Ill., until otherwise ordered.

(3) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from New York, N. Y., at 10.15 p. m. daily, to be classified as class A service, and payment made therefor at the rate of \$1.14 per mile, between New York, N. Y., and Chicago, Ill., until otherwise ordered.

(4) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from New York, N. Y., at 9.20 p. m. daily except Saturdays, Sundays, and holidays, to be classified as class A service, and payment made therefor at the rate of \$1.14 per mile, between New York, N. Y., and Chicago, Ill., until otherwise ordered.

(5) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, and accommodations for not less than seven passengers, departing from Chicago at 9.30 a. m. daily, to be classified as class D service, and payment made therefor at the rate of \$1.15 per mile, between Chicago, Ill., and Cleveland, Ohio, until otherwise ordered.

(6) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from Cleveland, Ohio, at 1.50 p. m. daily, to be classified as class C service, and payment made therefor at the rate of \$1.02 per mile, between Cleveland, Ohio, and New York, N. Y., until otherwise ordered.

(7) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from Chicago, Ill., at 8.30 p. m. daily, to be classified as class A service, and payment made therefor at the rate of \$1.14 per mile, between Chicago, Ill., and New York, N. Y., until otherwise ordered.

(8) One flight by a plane having not less than 80 cubic feet of space for 1,600 pounds of air mail, departing from Chicago, Ill., at 10 p. m. daily except Saturdays, Sundays, and holidays, to be classified as class A service, and payment made therefor at the rate of \$1.14 per mile, between Chicago, Ill., and New York, N. Y., until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air-mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air-mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air-mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it had not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field, or fields, to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$251,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 22d day of October, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

EARL B. WADSWORTH.

Accepted upon the terms and conditions above set out this 22d day of October, 1930.

[SEAL.]

NATIONAL AIR TRANSPORT (INC.),
By PAUL HENDERSON, *President.*

EXHIBIT 12

Name of route: A. M. No. 18.

Termination: Chicago, Ill., San Francisco, Calif.

Statement of original route: Chicago, Ill., by Iowa City and Des Moines, Iowa, Omaha and North Platte, Nebr., Cheyenne and Rock Springs, Wyo., Salt Lake City, Utah., Elko and Reno, Nev., and Sacramento, Calif., to San Francisco, Calif., and return.

Extensions to original route: Cedar Rapids, Iowa, July 10, 1928 (no additional mileage); Lincoln, Nebr., July 10, 1928 (15 miles).

Name of person, firm, or corporation holding the contract: Contractor, Boeing Airplane Co., and Edward Hubbard; sublet to Boeing Air Transport (Inc.), April 29, 1927.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 18, Boeing air Transport (Inc.), as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
					<i>Miles</i>
Effective Jan. 12, 1931.....	No. 3, 8 a. m.	A	Chicago, Ill.....	Salt Lake City, Utah.	1,338
Do.....	No. 2, 4 p. m.	A	Salt Lake City, Utah.	Chicago, Ill.....	1,330
Do.....	No. 3, 9 p. m.	A	do.....	San Francisco, Calif.	692
Do.....	No. 2, 8 a. m.	A	San Francisco, Calif.	Salt Lake City, Utah.	692
Effective Nov. 1, 1930.....	8 p. m.	A	Chicago, Ill.....	do.....	1,333
Do.....	4 a. m.	A	Salt Lake City, Utah.	Chicago, Ill.....	1,338
Do.....	9 a. m.	A	do.....	San Francisco, Calif.	692
Do.....	8 p. m.	A	San Francisco, Calif.	Salt Lake City, Utah.	692

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective Jan. 12, 1931.....	125	2,000	\$0.95	-----	2	2.5	6	13	\$1.18½
Do.....	80-100	1,600	.925	-----	2	2.5	6	-----	1.03
Do.....	80-100	1,600	.925	15	2	2.5	6	13	{ ¹ 1.25 ² 1.16
Do.....	62.5	1,000	.85	-----	2	2.5	6	-----	.95½
Effective Nov. 1, 1930.....	80-100	1,600	.925	15	2	2.5	6	-----	1.18
Do.....	125	2,000	.95	15	2	2.5	6	13	{ ¹ 1.25 ² 1.18½
Do.....	62.5	1,000	.85	-----	2	2.5	6	-----	.95½
Do.....	80-100	1,600	.925	15	2	2.5	6	13	{ ¹ 1.25 ² 1.16

¹ Night flying.

² Day flying.

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Chicago, Ill., by certain designated points, to San Francisco, Calif., and return.

Carrier: Boeing Air Transport (Inc.), of Seattle, Wash.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the

Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Boeing Airplane Co. (Inc.) of Seattle, Wash., a corporation duly organized and existing under the laws of the State of Washington, and Edward Hubbard, an individual and citizen of the United States, on the 1st day of February, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Chicago, Ill., by certain designated points, to San Francisco, Calif., and on the 29th day of April, 1927, Boeing Air Transport (Inc.), of Seattle, Wash., a corporation duly organized and existing under the laws of the State of Washington, hereinafter called the carrier, became the subcontractor on this route, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of July, 1927, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the Act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Boeing Air Transport (Inc.) of Seattle, Wash., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 29th day of January 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Chicago, Ill., by certain designated points, to San Francisco, Calif., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor, including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 2,025 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 125 cubic feet of space for 2,000 pounds of air mail, and accommodations for not less than eight passengers, departing from Chicago, Ill., at 8 a. m., daily except Monday, to be classified as class D service, and payment made therefor at the rate of \$1.18½ per mile, between Chicago, Ill.; and Salt Lake City, Utah, until otherwise ordered.

(2) One flight by a plane having from 80 to 100 cubic feet of space for 1,600 pounds of air mail, departing from Chicago, Ill., at 8 p. m., daily, to be classified as class A service, and payment made therefor at the rate of \$1.18 per mile, between Chicago, Ill., and Salt Lake City, Utah, until otherwise ordered.

(3) One flight by a plane having from 80 to 100 cubic feet of space for 1,600 pounds of air mail, departing from Salt Lake City, Utah, eastbound, at 4 p. m., daily except Monday, to be classified as class C service, and payment made therefor at the rate of \$1.03 per mile, between Salt Lake City, Utah, and Chicago, Ill., until otherwise ordered.

(4) One flight by a plane having not less than 125 cubic feet of space for 2,000 pounds of air mail and accommodations for not less than eight passengers, departing from Salt Lake City, Utah, eastbound, at 4 a. m. daily, to be classified as class B service, and payment made therefor at the rate of \$1.18½ per mile, for day flying and \$1.25 per mile for night flying, between Salt Lake City, Utah, and Chicago, Ill., until otherwise ordered.

(5) One flight by a plane having from 80 to 100 cubic feet of space for 1,600 pounds of air mail, and accommodations for not less than 10 passengers, departing from Salt Lake City, Utah, westbound at 9 p. m. daily except Monday, to be classified as class B service, and payment made therefor at the rate of \$1.25 per mile for night flying and \$1.16 per mile for day flying, between Salt Lake City, Utah, and San Francisco, Calif., until otherwise ordered.

(6) One flight by a plane having not less than 62.5 cubic feet of space for 1,000 pounds of air mail, departing from Salt Lake City, Utah, westbound, at 9 a. m. daily, to be classified as class C service, and payment made therefor at the rate of 95½ cents per mile, between Salt Lake City, Utah, and San Francisco, Calif., until otherwise ordered.

(7) One flight by a plane having not less than 62.5 cubic feet of space for 1,000 pounds of air mail, departing from San Francisco, Calif., at 8 a. m. daily except Monday, to be classified as class C service, and payment made therefor at the rate of 95½ cents per mile, between San Francisco, Calif., and Salt Lake City, Utah, until otherwise ordered.

(8) One flight by a plane having from 80 to 100 cubic feet of space for 1,600 pounds of air mail and accommodations for not less than 10 passengers, departing from San Francisco, Calif., at 8 p. m. daily, to be classified as class B service, and payment made therefor at the rate of \$1.25 per mile for night flying and \$1.16 per mile for day flying, between San Francisco, Calif., and Salt Lake City, Utah, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly or indirectly promote the use of the air mail over the route hereinbefore set out, or any other air-mail route, except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in

consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails and the observance of the law by such persons and the faithful performance of the duties required by it of them and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$251,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate

upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness by hand and seal this 21st day of October, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 29th day of October, 1930.

BOEING AIR TRANSPORT (INC.),
By JAMES P. MURRAY.

EXHIBIT 13

Name of route: A. M. No. 19.

Termination: New York, N. Y., Atlanta, Ga.

Statement of original route: New York, N. Y., via Philadelphia, Pa.; Washington, D. C.; Richmond, Va.; Greensboro, N. C.; and Spartanburg, S. C., to Atlanta, Ga., and return.

Extensions to original route: Baltimore, Md., May 6, 1929 (no additional mileage); Camden, N. J., September 15, 1929 (no additional miles); Charlotte, N. C., April 1, 1930 (17 miles); Greenville, S. C., August 20, 1930 (no additional mileage).

Name of person, firm, or corporation holding the contract: Contractor, Pitcairn Aviation (Inc.). Name of contractor changed to Eastern Air Transport (Inc.), effective January 18, 1930.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 19, Eastern Air Transport (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
					<i>Miles</i>
Effective from Dec. 10, 1930.....	No. 7, 9 a. m.	A	New York, N. Y.	Washington, D. C.	200
Do.....	No. 7, 11.15 a. m.	A	Washington, D. C.	Atlanta, Ga.	603
Do.....	No. 8, 8.45 a. m.	A	Atlanta, Ga.	Washington, D. C.	603
Do.....	No. 8, 2.55 p. m.	A	Washington, D. C.	New York, N. Y.	200
Effective from Dec. 1, 1930.....	No. 1, 5 a. m.	J	New York, N. Y.	Washington, D. C.	200
Do.....	No. 3, 3 p. m.	A	do	Atlanta, Ga.	803
Do.....	No. 5, 9.10 p. m.	A	do	do	794
Do.....	No. 2, 8 p. m.	A	Atlanta, Ga.	New York, N. Y.	803
Do.....	No. 4, 12.45 a. m.	A	do	do	794
Do.....	No. 6, 6.50 p. m.	J	Washington, D. C.	do	200

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective from Dec. 10, 1930..	25	400	\$0.50	-----	-----	-----	-----	-----	\$0.50
Do.....	12.5	200	.50	-----	-----	-----	-----	-----	.50
Do.....	12.5	200	.50	-----	-----	-----	-----	-----	.50
Do.....	25	400	.50	-----	-----	-----	-----	-----	.50
Effective from Dec. 1, 1930....	25	400	.65	15	-----	2.5	3	-----	.85½
Do.....	25	400	.65	-----	2	2.5	3	-----	.72½
Do.....	47	750	.75	15	-----	2.5	3	-----	.97½
Do.....	47	750	.75	15	2	2.5	3	-----	.97½
Do.....	47	750	.75	15	2	2.5	3	-----	.97½
Do.....	25	400	.65	15	-----	2.5	3	-----	.85½

ROUTE CERTIFICATE, AIR MAIL SERVICE

Route: New York, N. Y., via certain designated points, to Atlanta, Ga., and return.

Carrier: Eastern Air Transport (Inc.), of Brooklyn, N. Y.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or sub contractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show causes why the certificate should not be canceled.

And whereas Pitcairn Aviation (Inc.), of Philadelphia, Pa., a corporation duly organized and existing under the laws of the State of Delaware, on the 18th day of March, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from New York, N. Y., via certain designated points to Atlanta, Ga., and return, and that by order of the Postmaster General under date of January 27, 1930, the authority of the department was granted for a change in the name of this contractor so as to be Eastern Air Transport (Inc.), of Brooklyn, N. Y., hereinafter called the carrier, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of May, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as pro-

vided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Eastern Air Transport (Inc.), of Brooklyn, N. Y., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 28th day of February, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from New York, N. Y., by way of Philadelphia, Pa., Camden, N. J., Baltimore, Md., Washington, D. C., Richmond, Va., Greensboro and Charlotte, N. C., and Spartanburg and Greenville, S. C., to Atlanta, Ga., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 803 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from New York, N. Y., at 5 a. m., daily except Sundays and holidays, to be classified as class A service, and payment made therefor at the rate of \$0.85½ per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from New York, N. Y., at 3 p. m., daily, to be classified as class C service, and payment made therefor at the rate of \$0.72½ per mile, until otherwise ordered.

(3) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from New York, N. Y., at 9.10 p. m., daily, to be classified as class A service, and payment made therefor at the rate of \$0.97½ per mile, until otherwise ordered.

(4) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Atlanta, Ga., at 8 p. m., daily, to be classified as class A service, and payment made therefor at the rate of \$0.97½ per mile, until otherwise ordered.

(5) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Atlanta, Ga., at 12.45 a. m., daily, to be classified as class A service, and payment made therefor at the rate \$0.97½ per mile until otherwise ordered.

(6) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Washington, D. C., at 6.50 p. m., daily except Sundays and holidays, to be classified as class A service, and payment made therefor at the rate of \$0.85½ per mile, until otherwise ordered.

(7) Upon 60 days, notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

(8) The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

(9) Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

(10) The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not, directly or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air-mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentages so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field, or fields, to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made,

and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$60,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by the certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the counter-signature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

EASTERN AIR TRANSPORT (INC.),
By THOMAS B. DOE, *President*.

EXHIBIT 14

Name of route: A. M. No. 20.

Termination: Albany, N. Y., Cleveland, Ohio.

Statement of original route: Albany, N. Y., via Schenectady, Utica, Syracuse, Rochester, and Buffalo, N. Y., to Cleveland, Ohio, and return.

Extensions to original route: Rome, N. Y., January 7, 1929 (no additional miles).

Name of firm, person, or corporation holding the contract: Contractor, Colonial Western Airways (Inc.).

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. 20, Colonial Western Airways (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
Effective from Nov. 1, 1930.....	6.45 p. m.	B	Albany, N. Y.....	Cleveland, Ohio...	Miles 463
Effective from Dec. 1, 1930.....	2.30 a. m.	B	Cleveland, Ohio...	Albany, N. Y.....	463

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Pas-senger types of equipment	
Effective from Nov. 1, 1930...	25	400	\$0.65	15	-----	2.5	3	-----	\$0.85½
Effective from Dec. 1, 1930...	25	400	.65	15	-----	2.5	3	-----	.85½

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Albany, N. Y., via other designated points to Cleveland, Ohio, and return.

Carrier: Colonial Western Airways (Inc.), of New York, N. Y.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas the Colonial Western Airways (Inc.), of New York, N. Y., a corporation duly organized and existing under the laws of the State of Delaware, hereinafter called the carrier, on the 27th day of July, 1927, duly entered into a contract with the United States to transport the air mail by contract on a route from Albany, N. Y., via other designated points to Cleveland, Ohio, and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 17th day of December, 1927, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Colonial Western Airways (Inc.), of New York, N. Y., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 27th day of July, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Albany, N. Y., via other designated points to Cleveland, Ohio, and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 463 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartment therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and departing from Cleveland, Ohio, at 1 a. m., daily, except Sunday, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and departing from Albany, N. Y., at 6.45 p. m., daily, except Sunday, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving

and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air-mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to Post Offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the person to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior

service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field, or fields, to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to an acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the same terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 21st day of October, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 23d day of October, 1930.

COLONIAL WESTERN AIRWAYS (INC.),
By HAINER HINSHAW, *Vice President.*

EXHIBIT 15

Name of route: A. M. No. 21.

Termination: Dallas, Tex., Galveston, Tex.

Statement of original route: Dallas and Fort Worth, via Houston, to Galveston, Tex., and return.

Extensions to original route: Waco, Tex., March 5, 1928 (37 miles).

Name of person, firm, or corporation holding the contract: Contractor, Seth W. Barwise; sublet to Texas Air Transport (Inc.), effective February 6, 1928.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 21, Texas Air Transport (Inc.), as of February 12, 1931:

	Trip	Fre- quency	From—	To—	Dis- tance
Effective from Jan. 1, 1931.....	7.45 a m....	A	Dallas, Tex.....	Galveston, Tex....	<i>Miles</i> 333
Do.....	4 p. m.....	A	Galveston, Tex....	Dallas, Tex.....	333

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective from Jan. 1, 1931....	12.5	200	\$0.55	-----	-----	1.5	3	1.5	\$0.61
Do.....	12.5	200	.55	-----	-----	1.5	3	1.5	.61

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Dallas, Tex., by certain designated points, to Galveston, Tex., and return.

Carrier: Texas Air Transport (Inc.), of Dallas, Tex.

Whereas, section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Seth W. Barwise, an individual and citizen of the United States, on the 8th day of October, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Dallas, Tex., by certain designated points, to Galveston, Tex., and return, and on the 31st day of January, 1928, Texas Air Transport (Inc.), of Dallas, Tex., a corporation duly organized and existing under the laws of the State of Texas, hereinafter called the carrier, became the subcontractor on this route, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 6th day

of February, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Texas Air Transport (Inc.), of Dallas, Tex., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 17th day of August, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Dallas, Tex., via certain designated points, to Galveston, Tex., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time, may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 333 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

The route is stated as from Dallas via Fort Worth, Waco, and Houston, to Galveston, Tex., and return; however, for operating convenience, until otherwise ordered, the space-mileage authorizations will be stated from Waco via Houston to Galveston, and return.

(1) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than two passengers, departing from Waco, Tex., at 9.20 a. m. daily, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than two passengers, departing from Galveston, Tex., at 4 p. m. daily, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage,

commission, or percentage upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails and the observance of the law by such persons and the faithful performance of the duties required by it of them, and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

[SEAL.]

TEXAS AIR TRANSPORT (INC.),
By HAINER HINSHAW, Vice President.

EXHIBIT 16

Name of route: A. M. No. 22.

Termination: Dallas, Tex., Brownsville, Tex.

Statement of original route: Dallas, Tex., via Waco, Austin, and San Antonio, Tex., to Laredo, Tex., and return.

Extensions of original route: Terminal changed from Laredo to Brownsville, Tex., March 9, 1929, to conform to changes in Mexican air-mail service.

Name of person, firm, or corporation holding the contract: Contractor, Seth W. Barwise; sublet to Texas Air Transport (Inc.), effective February 6, 1928.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 22, Texas Air Transport (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
Effective from Dec. 1, 1930.....	7.45 a. m.	A	Dallas, Tex.....	Brownsville, Tex..	Miles 547
Do.....	1.25 p. m.	A	Brownsville, Tex..	Dallas, Tex.....	547

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective from Dec. 1, 1930....	25	400	\$0.65	-----	-----	1.5	3	1.5	\$0.71
Do.....	25	400	.65	-----	-----	1.5	3	1.5	.71

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Dallas, Tex., by certain designated points, to Brownsville, Tex., and return.

Carrier: Texas Air Transport (Inc.), of Dallas, Tex.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of

February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be cancelled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be cancelled.

And whereas Seth W. Barwise, an individual and citizen of the United States, on the 8th day of October, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Dallas, via Waco, Austin, and San Antonio, to Laredo, Tex., and return, and on the 31st day of January, 1928, Texas Air Transport (Inc.), of Dallas, Tex., a corporation duly organized and existing under the laws of the State of Texas, hereinafter called the carrier, became the subcontractor on this route, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 6th day of February, 1928, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Texas Air Transport (Inc.), of Dallas, Tex., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all

the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 17th day of August, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Dallas, Tex., via certain designated points, to Brownsville, Tex., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 547 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than 2 passengers, departing from Dallas, Tex., at 7.45 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 71 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than 2 passengers, departing from Brownsville, Tex., at 1.25 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 71 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not, directly or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the counter-signature of the said carrier shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

TEXAS AIR TRANSPORT (INC.) [SEAL.]
By HAINER HINSHAW, *Vice President.*

EXHIBIT 17

Name of route: A. M. No. 23. .

Termination: Atlanta, Ga., New Orleans, La.

Statement of original route: Atlanta, Ga., via Birmingham and Mobile, Ala., to New Orleans, La., and return.

Extensions of original route: None.

Name of person, firm, or corporation holding the contract: Contractors, St. Tammany Gulf Coast Airways (Inc.). Name of contractor changed to Gulf Coast Airways (Inc.), effective September 23, 1929.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 23, Gulf Coast Airways (Inc.), as of February 12, 1931.

	Trip	Fre- quency	From—	To—	Dis- tance
Effective from Dec. 1, 1930.....	5.30 a. m. . .	A	Atlanta, Ga.	New Orleans, La. .	Miles 488
Do.....	1 p. m.	A	New Orleans, La. .	Atlanta, Ga.	488

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective from Dec. 1, 1930...	25	400	\$0.65	15	1	1.5	3	-----	\$0.85½
Do.....	25	400	.65	-----	1	1.5	3	-----	.70½

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Atlanta, Ga., via certain designated points, to New Orleans, La., and return.

Carrier: Gulf Coast Airways (Inc.), of New Orleans, La.

Whereas, section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas St. Tammany Gulf Coast Airways (Inc.), of New Orleans, La., a corporation duly organized and existing under the laws of the State of Louisiana, on the 20th day of September, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Atlanta, Ga., by certain designated points, to New Orleans, La., and return, and that by order of the Postmaster General under date of September 23, 1929, the authority of the department was granted for a change in the name of this contractor so as to be Gulf Coast Airways (Inc.), of New Orleans, La., hereinafter called the carrier, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of May, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Gulf Coast Airways (Inc.), of New Orleans, La., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air-mail contract hereinbefore referred to, dated the 19th day of August, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Atlanta, Ga., by way of certain designated points, to New Orleans, La., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extension or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 488 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Atlanta, Ga., at 5.30 a. m. daily, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from New Orleans, La., at 1 p. m. daily, to be classified as class C service, and payment made therefor at the rate of 70½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air-mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air-mail service and to all the provisions of the law relating to Post Offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or per-

centage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000, conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

GULF COAST AIRWAYS, INC.
By HAINER HINSHAW, *Vice President.*

EXHIBIT 18

Name of route: A. M. No. 24.

Termination: Chicago, Ill., Cincinnati, Ohio.

Statement of original route: Chicago, Ill., via Indianapolis, Ind., to Cincinnati, Ohio, and return.

Extensions of original route: None.

Name of person, firm or corporation holding the contract: Contractor, Embry-Riddle Co.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached thereto.

The following service is authorized on route A. M. No. 24, Embry-Riddle Co., as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
Effective from Dec. 1, 1930.....	8.30 a. m.	A	Chicago, Ill.....	Cincinnati, Ohio..	<i>Miles</i> 274
Do.....	9 p. m.	A	do.....	do.....	274
Do.....	4 a. m.	A	Cincinnati, Ohio..	Chicago, Ill.....	274
Do.....	5 p. m.	A	do.....	do.....	274

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective from Dec. 1, 1930...	12.5	200	\$0.55	-----	-----	1.5	3	3	\$0.62½
Do.....	12.5	200	.55	15	-----	1.5	3	-----	.74½
Do.....	12.5	200	.55	15	-----	1.5	3	-----	.74½
Do.....	12.5	200	.55	15	-----	1.5	3	3	.77½

ROUTE CERTIFICATE, AIR MAIL SERVICE

Route: Chicago, Ill., via certain designated points, to Cincinnati, Ohio, and return.

Carrier: Embry Riddle Co., of Cincinnati, Ohio.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Embry Riddle Co., of Cincinnati, Ohio, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called the carrier, on the 13th day of December, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Chicago, Ill., by way of certain designated points, to Cincinnati, Ohio, and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 17th day of December, 1927, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Embry Riddle Co., of Cincinnati, Ohio, shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile, for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 17th day of November, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance

thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Chicago, Ill., by way of certain designated points, to Cincinnati, Ohio, and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor, including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 274 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the Carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than six passengers, departing from Chicago, Ill., at 8.30 a. m., daily, to be classified as class D service, and payment made therefor at the rate of 62½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Chicago, Ill., at 9 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 74½ cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Cincinnati, Ohio, at 4 a. m., daily, to be classified as Class A service, and payment made therefor at the rate of 74½ cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than six passengers, departing from Cincinnati, Ohio, at 5 p. m., daily, to be classified as class B service, and payment made therefor at the rate of 77½ cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and

delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly, or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that

of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$12,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

EMBRY RIDDLE Co.,
By HAINER HINSHAW, *Vice President.*

EXHIBIT 19

Name of route: A. M. No. 25.

Termination: Atlanta, Ga.-Miami, Fla.

Statement of original route: Atlanta, Ga., via Jacksonville, Fla., to Miami, Fla., and return.

Extensions of original route: Macon, Ga., Daytona Beach, Orlando and Tampa, Fla., March 1, 1929 (129 miles); St. Petersburg, Fla., December 14, 1929 (18 miles); West Palm Beach, Fla., February 9, 1931 (no additional mileage).

Name of person, firm, or corporation holding the contract: Contractor, Pitcairn Aviation (Inc.). Name of contractor changed to Eastern Air Transport (Inc.), effective January 18, 1930.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 25, Eastern Air Transport (Inc.), as of February 12, 1931:

	Trip	Fre- quency	From—	To—	Dis- tance
					<i>Miles</i>
Effective from Dec. 1, 1930.....	6.45 a. m.	A	Atlanta, Ga.....	Miami, Fla.....	619
Do.....	5.30 p. m.	A	Miami, Fla.....	Atlanta, Ga.....	619
Do.....	11.05 a. m.	A	Daytona Beach, Fla.	St. Petersburg, Fla.	158
Do.....	4.15 p. m.	A	St. Petersburg, Fla.	Daytona Beach, Fla.	158
Effective from Jan. 1, 1931.....	10.15 a. m.	A	Atlanta, Ga.....	Miami, Fla.....	619
Do.....	11.30 a. m.	A	Miami, Fla.....	Atlanta, Ga.....	619
Do.....	2.30 p. m.	A	Daytona Beach, Fla.	St. Petersburg, Fla.	158
Do.....	12.10 p. m.	A	St. Petersburg, Fla.	Daytona Beach, Fla.	158

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective from Dec. 1, 1930....	47	750	\$0. 75	15	1. 5	1. 5	-----	-----	\$0. 93
Do.....	47	750	. 75	15	1. 5	1. 5	-----	-----	. 93
Do.....	12. 5	200	. 55	-----	1	-----	-----	-----	. 56
Do.....	12. 5	200	. 55	-----	1	-----	-----	-----	. 56
Effective from Jan. 1, 1931....	12. 5	200	. 40	-----	-----	-----	-----	-----	. 40
Do.....	12. 5	200	. 40	-----	-----	-----	-----	-----	. 40
Do.....	12. 5	200	. 40	-----	-----	-----	-----	-----	. 40
Do.....	12. 5	200	. 40	-----	-----	-----	-----	-----	. 40

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Atlanta, Ga., via certain designated points, to Miami, Fla., and return.

Carrier: Eastern Air Transport (Inc.), of Brooklyn, N. Y.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holders in which to show cause why the certificate should not be canceled.

And whereas Pitcairn Aviation (Inc.), of Philadelphia, Pa., a corporation duly organized and existing under the laws of the State of Delaware, on the 21st day of December, 1927, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Atlanta, Ga., via certain designated points, to Miami, Fla., and return, and that by order of the Postmaster General under date of January 27, 1930, the authority of the department was granted for a change in the name of this contractor so as to be Eastern Air Transport (Inc.), of Brooklyn, N. Y., hereinafter called the carrier, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 1st day of December, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Eastern Air Transport (Inc.), of Brooklyn, N. Y., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 23d day of November, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Atlanta, Ga., by way of Macon, Ga., and Jacksonville and Daytona Beach, Fla., to Miami, Fla., and return, and from Daytona Beach by way of Orlando and Tampa to St. Petersburg, Fla., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and pre-

scribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 777 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Atlanta, Ga., at 6.45 a. m., daily, to be classified as class A service, and payment made therefor at the rate of 93 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 47 cubic feet of space for 750 pounds of air mail, departing from Miami, Fla., at 5.30 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 93 cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Daytona Beach at 11.05 a. m., daily, to be classified as class C service, and payment made therefor at the rate of 56 cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from St. Petersburg, Fla., at 4.15 p. m., daily, to be classified as class C service, and payment made therefor at the rate of 56 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not, directly or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air-mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$16,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

[SEAL.]

EASTERN AIR TRANSPORT (INC.),
THOMAS B. DOE, President.

EXHIBIT 20

Name of route: A. M. No. 26.

Termination: Great Falls, Mont., Salt Lake City, Utah.

Statement of original route: Great Falls, Mont., via Helena, Mont., Butte, Mont., and Pocatello, Idaho, to Salt Lake City, Utah, and return.

Extensions of original route: None.

Name of person, firm, or corporation holding the contract: Contractor—Alfred Frank. Sublet to National Parks Airways (Inc.), June 30, 1928.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 26, National Parks Airways (Inc.), as of February 12, 1931.

	Trip	Frequency	From—	To—	Distance
Effective from Jan. 1, 1931.....	9 a. m.----	A	Great Falls, Mont.	Salt Lake City, Utah.	Miles 509
Do.....	4 a. m.----	A	Salt Lake City, Utah.	Great Falls, Mont.	509
Do.....	2 a. m.----	A	Pocatello, Idaho...	Salt Lake City, Utah.	150
Do.....	4 p. m.----	A	Salt Lake City, Utah.	Pocatello, Idaho...	150
Do.....	(1)	-----	Pocatello, Idaho...	Idaho Falls, Idaho	46

¹ Emergency trip to be performed only when the needs of the service require.

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective from Jan. 1, 1931.....	12.5	200	\$0.55	-----	2	1	3	3	\$0.64
Do.....	12.5	200	.55	15	2	1	3	3	.79
Do.....	12.5	200	.55	15	2	1	3	1.5	.77½
Do.....	12.5	200	.55	-----	2	1	3	1.5	.82½
Do.....	12.5	200	.55	-----	2	1	-----	1.5	.59½

ROUTE CERTIFICATE, AIR MAIL SERVICE

Route: Great Falls, Mont., by certain designated points, to Salt Lake City, Utah, and return.

Carrier: National Parks Airways (Inc.), of Salt Lake City, Utah.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Alfred Frank, an individual and citizen of the United States, on the 20th day of February, 1928, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Great Falls, Mont., by way of certain designated points, to Salt Lake City, Utah, and return, and on the 30th day of June, 1928, the National Parks Airways (Inc.), a corporation duly organized and existing under the laws of the State of Utah, hereinafter called the carrier, became the subcontractor on this route, and the contract and subcontract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 30th day of June, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said National Parks Airways (Inc.), of Salt Lake City, Utah, shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 30th day of December, 1927, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Great Falls, Mont., by way of certain designated points, to Salt Lake City, Utah, and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 509 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than six passengers, departing from Great Falls at 9 a. m. daily, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than six passengers, departing from Salt Lake City, Utah, at 4 a. m. daily, to be classified as class B service, and payment made therefor at the rate of 76 cents per mile until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than two passengers, departing from Pocatello, Idaho, at 2 a. m. daily, to be classified as class B service, and payment made therefor at the rate of 74½ cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than two passengers, departing from Salt Lake City at 4 p. m. daily, to be classified as class D service, and payment made therefor at the rate of 59½ cents per mile until otherwise ordered.

(5) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than six passengers, departing from Great Falls at 2.30 p. m. daily, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile until otherwise ordered.

(6) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail and accommodations for not less than six passengers, departing from Butte, Mont., at 4.30 p. m. daily, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile until otherwise ordered.

7. Upon 60 days' notice to the carrier the Postmaster General may increase, diminish, or modify the service above prescribed and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not directly or indirectly promote the use of the air mail over the route hereinbefore set out or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$16,000 conditioned upon the faithful and efficient performance, in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 29th day of July, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 25th day of July, 1930.

NATIONAL PARKS AIRWAYS (INC.),
ALFRED FRANK, *President.*

EXHIBIT 21

Name of route: A. M. No. 27.

Termination: Bay City, Mich.—Chicago, Ill.

Statement of original route: Bay City, Mich., via Saginaw, Lansing, to Kalamazoo, Mich.; Detroit, Ann Arbor, Jackson, Battle Creek, to Kalamazoo, Mich.; Muskegon, Grand Rapids to Kalamazoo, Mich.; Kalamazoo, Mich., via South Bend and La Porte, Ind., to Chicago, Ill., and return.

Extensions of original route: Flint and Pontiac, Mich., November 27, 1928 (81 miles); Toledo and Cleveland, Ohio, April 1, 1929 (152 miles); Mishawaka, Ind., March 5, 1930 (no additional miles); Fort Wayne, Ind., December 6, 1930 (86 miles).

Name of person, firm, or corporation holding the contract: Contractor, Thompson Aeronautical Corporation; sublet to Trans-american Airlines Corporation, January 1, 1931.

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 27. Trans-american Airlines Corporation, as of February 12, 1931.

	Trip	Fre- quency	From—	To—	Dis- tance
					<i>Miles</i>
Effective from Jan. 1, 1931.....	4.25 p. m.	(J)	Bay City, Mich.	Kalamazoo, Mich.	147
Do.....	4.20 p. m.	(J)	Pontiac, Mich.	do.	139
Do.....	4.40 p. m.	(J)	Muskegon, Mich.	do.	84
Do.....	3 a. m.	(A)	Cleveland, Ohio.	Bay City, Mich.	229
Do.....	5.30 a. m.	(J)	Pontiac, Mich.	Muskegon, Mich.	151
Do.....	5.40 p. m.	(J)	Kalamazoo, Mich.	Chicago, Ill.	138
Do.....	9.40 a. m.	(J)	do.	Bay City, Mich.	147
Do.....	do.	(J)	do.	Pontiac, Mich.	139
Do.....	do.	(J)	do.	Muskegon, Mich.	84
Do.....	8.15 p. m.	(A)	Bay City, Mich.	Cleveland, Ohio.	229
Do.....	6.30 p. m.	(J)	Muskegon, Mich.	Pontiac, Mich.	151
Do.....	8 a. m.	(J)	Chicago, Ill.	Kalamazoo, Mich.	138
Do.....	8.30 p. m.	(A)	do.	do.	138
Do.....	5.22 p. m.	(J)	Fort Wayne, Ind.	South Bend, Ind.	86
Do.....	8.55 a. m.	(J)	South Bend, Ind.	Fort Wayne, Ind.	86

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective from Jan. 1, 1931.....	12.5	200	\$0.55	-----	2	2.5	3	1.5	\$0.64
Do.....	12.5	200	.55	-----	2	2.5	3	1.5	.64
Do.....	12.5	200	.55	-----	2	2.5	3	1.5	.64
Do.....	25	400	.65	15	2	2.5	3	1	.87½
Do.....	12.5	200	.55	-----	2	2.5	3	-----	.62½
Do.....	25	400	.65	-----	-----	2.5	3	1.5	.72
Do.....	12.5	200	.55	-----	2	2.5	3	1.5	.64
Do.....	12.5	200	.55	-----	2	2.5	3	1.5	.64
Do.....	12.5	200	.55	-----	2	2.5	3	1.5	.64
Do.....	25	400	.65	15	2	2.5	3	-----	.87½
Do.....	12.5	200	.55	15	2	2.5	3	-----	.77½
Do.....	25	400	.65	-----	-----	2.5	3	1.5	.72
Do.....	25	400	.65	15	-----	2.5	3	-----	.85½
Do.....	12.5	200	.55	15	-----	2.5	3	-----	.75½
Do.....	12.5	200	.55	-----	-----	2.5	3	-----	.60½

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Bay City, Mich., via certain designated points, to Chicago, Ill., and return.

Carrier: Thompson Aeronautical Corporation, of Cleveland, Ohio.

Whereas section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually, by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Thompson Aeronautical Corporation, of Cleveland, Ohio, a corporation duly organized and existing under the laws of the State of Ohio, hereinafter called the carrier, on the 18th day of May, 1928, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Bay City, Mich., by way of certain designated points, to Chicago, Ill., and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 17th day of July, 1928, and is willing to surrender the said air-mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract;

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Thompson Aeronautical Corporation, of Cleveland, Ohio, shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936, subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 5th day of May, 1928, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Bay City, Mich., via certain designated points, to Chicago, Ill., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 888 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed. The design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 2 passengers, departing from Bay City at 4.25 p. m., daily except Sundays and holidays, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 2 passengers, departing from Pontiac at 4.20 p. m., daily except Sundays and holidays, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 2 passengers, departing from Muskegon at 4.40 p. m., daily except Sundays and holidays, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Cleveland at 3 a. m., daily, to be classified as class A service, and payment made therefor at the rate of 84½ cents per mile, until otherwise ordered.

(5) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Kalamazoo at 9.40 a. m. daily except Sundays and holidays, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(6) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Kalamazoo at 9.40 a. m. daily except Sundays and holidays, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(7) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than two passengers, departing from Kalamazoo at 9.40 a. m., daily except Sundays and holidays, to be classified as class D service, and payment made therefor at the rate of 61 cents per mile, until otherwise ordered.

(8) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Bay City at 8.15 p. m. daily, to be classified as class A service, and payment made therefor at the rate of 84½ cents per mile, until otherwise ordered.

(9) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Chicago at 8.30 p. m. daily, to be classified as class A service, and payment made therefor at the rate of 82½ cents per mile, until otherwise ordered.

(10) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than six passengers, departing from Cleveland at 11 a. m., daily except Sunday and holidays, to be classified as class D service, and payment made therefor at the rate of 66½ cents per mile, until otherwise ordered.

(11) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than six passengers, departing from Detroit at 9 a. m., daily except Sunday and holidays, to be classified as class D service, and payment made therefor at the rate of 66½ cents per mile, until otherwise ordered.

(12) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Pontiac at 5.30 a. m., daily except Sunday and holidays, to be classified as class C service, and payment made therefor at the rate of 59½ cents per mile, until otherwise ordered.

(13) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Muskegon at 6.30 p. m., daily except Sunday and holidays, to be classified as class A service, and payment made therefor at the rate of 74½ cents per mile, until otherwise ordered.

(14) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 6 passengers, departing from Detroit at 1 p. m., daily except Sunday and holidays, to be classified as class D service, and payment made therefor at the rate of 66½ cents per mile, until otherwise ordered.

(15) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than 2 passengers, departing from Kalamazoo at 5.40 p. m., daily except Sunday and holidays, to be classified as class D service, and payment made therefor at the rate of 69 cents per mile, until otherwise ordered.

(16) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, and accommodations for not less than 2 passengers, departing from Chicago at 8 a. m., daily except Sunday and holidays, to be classified as class D service, and payment made therefor at the rate of 69 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not, directly or indirectly, promote the use of the air mail over the route hereinbefore set out or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

16. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

17. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

18. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$16,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 1st day of August, 1930.

WALTER F. BROWN,
Postmaster General.

Witness to the signature of the Postmaster General:

ALICE MUMMENHOFF.

Accepted upon the terms and conditions above set out this 1st day of August, 1930.

A. G. THOMPSON,
President Thompson Aeronautical Corporation.

EXHIBIT 22

Name of route: C. A. M. No. 28.

Termination: St. Louis, Mo.-Omaha, Nebr.

Statement of original route: St. Louis, Mo., via Kansas City, Mo., to Omaha, Nebr., and return.

Extensions of original route: St. Joseph, Mo., October 1, 1929 (1 mile).

Name of person, firm, or corporation holding the contract: Contractor, Robertson Aircraft Corporation.

Terms of contract: Copy of the air mail contract containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route C. A. M. No. 28, Robertson Aircraft Corporation, as of February 12, 1931:

Trip	Ferquency	From—	To—	Distance	Rate per pound
				<i>Miles</i>	
7.25 a. m. -----	A	St. Louis, Mo. -----	Omaha, Nebr. -----	404	\$0. 78½
7.30 p. m. -----	A	do. -----	do. -----	404	. 78½
1.10 p. m. -----	A	Omaha, Nebr. -----	St. Louis, Mo. -----	404	. 78½
1.10 a. m. -----	A	do. -----	do. -----	404	. 78½

CONTRACT FOR AIR MAIL SERVICE

Route No.: C. A. M. No. 28.

Contractor's address: Roberston Aircraft Corporation, St. Louis, Mo.

Route: St. Louis, Mo., via Kansas City, Mo., to Omaha, Nebr., and return.

Rate of pay: 78½ cents per pound.

This article of contract, made the 9th day of May, 1928, between the United States of America (acting in this behalf by the Postmaster General) and Robertson Aircraft Corporation, contractor,

Witnesseth, that whereas Robertson Aircraft Corporation has been accepted according to law as contractor for transporting the mails on route certificate air mail No. 28, from St. Louis, Mo., via Kansas City, Mo., to Omaha, Nebr., and return under an advertisement issued by the Postmaster General on February 29, 1928, for such service, which advertisement is hereby referred to and made by such reference a part of this contract, at the rate of 78½ cents per pound, including equipment, for a period not exceeding four years from starting date specified in order of Postmaster General, which date shall not be later than six months after award of this contract.

Now, therefore, the said contractor undertakes, covenants, and agrees with the United States of America,

First. To carry the mails offered with due celerity, certainty and security, and in safe and suitable aircraft on the route described and on the schedule set forth by the Postmaster General, the contractor to receive and deliver the mails at the designated fields and point on said fields as approved by the Postmaster General.

Second. To carry said mails in a safe and secure manner, free from wet or other injury.

Third. To be accountable and answerable in damages for the person to whom the contractor shall commit the care and transportation of the mails and his faithful performance of the obligations assumed herein and those imposed by law; not to commit the care or transportation of the mails to any person under 16 years of age, nor to any person undergoing a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction nor to any person not authorized by law to be concerned in contracts for carrying the mails.

Fourth. For which service when performed and evidence thereof shall have been filed with the Postmaster General, the said contractor is to be paid by the United States at the rate specified above, payments to be made monthly and as soon after the close of each month as accounts can be adjusted and settled, said pay to be subject, however, to be reduced or discontinued by the Postmaster General as herein-after stipulated or to be suspended in case of delinquency.

Fifth. It is hereby also stipulated and agreed, that deductions in pay will be made for suffering the mails to become wet, injured, or destroyed, or when a grade of service is rendered inferior to that stipulated in the contract, or for the loss of or depredation upon the mails in the custody of the contractor or his agent, provided the loss is occasioned by their fault.

Sixth. It is hereby further stipulated and agreed by the contractor that the Postmaster General may annul the contract or impose forfeitures, in his discretion, for repeated failures or for failures to perform service according to contract; for violating the Postal Laws and Regulations; for subletting service without the consent of the Postmaster General, or assigning or transferring the contract; for combining to prevent others from bidding for the performance of postal service, and such annulment shall not impair the right of the department to claim damages from the contractor and his sureties.

Seventh. It is hereby further stipulated and agreed that this contract may be terminated whenever, in the judgment of the Postmaster General, the interests of the Postal Service shall so require, upon serving notice upon the contractor at least 45 days prior to such termination; provided, that in case of such discontinuance of service, as a full indemnity to the contractor, one month's extra pay, based on the average pay for the preceding six months' period, or full period of service if less than six months, may be allowed. The contractor may be relieved of this contract at any time upon giving the department 45 days' notice of desire to retire.

Eighth. It is hereby further stipulated and agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this contract or agreement or any benefit to arise therefrom.

Ninth. That at any time during the continuance of this contract the Postmaster General may require new or additional sureties upon the bond hereto annexed, if, in his opinion, such sureties are necessary for the proper protection of the interests of the United States; and that the contractor shall furnish such sureties to the satisfaction of the Postmaster General within 10 days after notice so to do; and in default thereof this contract may be annulled at the option of the Postmaster General.

Tenth. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder, and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to him hereunder is free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

Eleventh. It is hereby further stipulated and agreed by the contractor that this contract is subject to all the conditions imposed by law and by the several acts of Congress relating to post offices and post roads, and the conditions stated in the advertisement pursuant to which this contract is made.

Twelfth. It is hereby further stipulated and agreed that this contract may, in the discretion of the Postmaster General, be continued in force beyond its express terms for a period not exceeding six months until a new contract with the same or other contractors shall be made by the Postmaster General.

Thirteenth. In view of the fact that the payment to the contractor includes the weight of the equipment as well as the mail, it is stipulated and agreed the department will not pay for the transportation over this route of any intercompany mail addressed to the contractor or his agents and pertaining to company business, nor will the department pay for any parcels carried over this route consigned to or for the use of the contractor.

Fourteenth. It is hereby further stipulated and agreed that the distances for purposes of computation of payment to the contractor shall be considered as from center of city to center of city (designated as stops on the route) in an air line.

Fifteenth. It is hereby further stipulated and agreed that whenever an existing stop is discontinued, or an additional stop added, in accordance with the provisions as set forth in this contract, the distance over the route will be restated and payment for the units of one hundred miles or fraction thereof in addition to the first one thousand miles will be made on the same basis as before. Where the distance formerly was less than 1,000 miles, the rate for each 100 miles or fraction thereof in excess of 1,000 miles under the re-statement shall be in the same ratio as the original bid was to the maximum allowed by law.

Sixteenth. It is hereby further stipulated and agreed that the mail compartment of planes used in the transportation of mail, designated as such by the Post Office Department, must meet with the approval of the Postmaster General, insofar as location, size, and construction is concerned, and that such planes must be manufactured in the United States.

In witness whereof, the Postmaster General has executed this contract in behalf of the United States and caused the seal of the Post Office Department to be affixed thereto, and the said contractor has hereunto set his hand and seal.

Signed, sealed, and delivered in behalf of the United States this 1st day of June, 1928.

[SEAL.]

UNITED STATES OF AMERICA,
By HARRY S. NEW,
Postmaster General.

Witness to signature of Postmaster General:

ALICE MUMMENHOFF.

Signed this 23d day of May, 1928.

[SEAL.]

ROBERTSON AIRCRAFT CORPORATION,
By F. H. ROBERTSON,
Contractor (President).

Witnesses to signature of contractor:

H. H. KOCH.

R. CHRISTOPHER.

EXHIBIT 23

Name of route: C. A. M. No. 29.

Termination: New Orleans, La.-Houston, Tex.

Statement of original route: New Orleans, La., via Beaumont, Tex., to Houston, Tex., and return.

Extensions of original route: None.

Name of person, firm, or corporation holding the contract: Contractor, St. Tammany Gulf Coast Airways (Inc.); name of contractor changed to Gulf Coast Airways (Inc.), effective September 23, 1929.

Terms of contract: Copy of the air mail contract containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route C. A. M. mail No. 29, Gulf Coast Airways (Inc.), as of February 12, 1931:

Trip	Frequency	From—	To—	Distance	Rate per pound
11.30 a. m. -----	A	New Orleans, La. -----	Houston, Tex. -----	<i>Miles</i> 319	\$1.00
8.45 a. m. -----	A	Houston, Tex. -----	New Orleans, La. -----	319	1.00

CONTRACT FOR AIR MAIL SERVICE

Route No.: C. A. M. No. 29.

Contractor's address: St. Tammany Gulf Coast Airways (Inc.), Roosevelt Hotel, New Orleans, La.

Route: New Orleans, La., via Houston, to either Brownsville, San Antonio, or Laredo, Tex., and return.

Rate of pay: \$1 per pound, including equipment.

This article of contract, made the 13th day of July, 1928, between the United States of America (acting in this behalf by the Postmaster General) and St. Tammany Gulf Coast Airways (Inc.), contractor,

Witnesseth, that whereas St. Tammany Gulf Coast Airways (Inc.) has been accepted according to law as contractor for transporting the mails on route certificate air mail No. 29, from New Orleans, La., via Houston, to either Brownsville, San Antonio, or Laredo, Tex., and return, under an advertisement issued by the Postmaster General on March 20, 1928, for such service, which advertisement is hereby referred to and made by such reference a part of this contract, at the rate of \$1 per pound, including equipment, for a period not exceeding four years from starting date specified in order of Postmaster General, which date shall not be later than six months after award of this contract.

Now, therefore, the said contractor undertakes, covenants, and agrees with the United States of America—

First. To carry the mails offered with due celerity, certainty, and security, and in safe and suitable aircraft on the route described and on the schedule set forth by the Postmaster General, the contractor to receive and deliver the mails at the designated fields and points on said fields as approved by the Postmaster General.

Second. To carry said mails in a safe and secure manner, free from wet or other injury.

Third. To be accountable and answerable in damages for the person to whom the contractor shall commit the care and transportation of the mails and his faithful performance of the obligations assumed herein and those imposed by law; not to commit the care or transportation of the mails to any person under 16 years of age, nor to any person undergoing a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mails.

Fourth. For which service when performed and evidence thereof shall have been filed with the Postmaster General, the said contractor is to be paid by the United States at the rate specified above, payments to be made monthly and as soon after the close of each month as accounts can be adjusted and settled, said pay to be subject, however, to be reduced or discontinued by the Postmaster General as hereinafter stipulated or to be suspended in case of delinquency.

Fifth. It is hereby also stipulated and agreed that deductions in pay will be made for suffering the mails to become wet, injured, or destroyed, or when a grade of service is rendered inferior to that stipulated in the contract, or for the loss of or depredation upon the mails in the custody of the contractor or his agent, provided the loss is occasioned by their fault.

Sixth. It is hereby further stipulated and agreed by the contractor that the Postmaster General may annul the contract or impose forfeitures, in his discretion, for repeated failures or for failures to perform service according to contract; for violating the Postal Laws and Regulations; for subletting service without the consent of the Postmaster General, or assigning or transferring the contract; for combining to prevent others from bidding for the performance of postal service, and such annulment shall not impair the right of the department to claim damages from the contractor and his sureties.

Seventh. It is hereby further stipulated and agreed that this contract may be terminated whenever, in the judgment of the Postmaster General, the interests of the Postal Service shall so require, upon serving notice upon the contractor at least 45 days prior to such termination, provided, that in case of such discontinuance of service, as a full indemnity to the contractor, one month's extra pay, based on the average pay for the preceding six months' period, or full period of service if less than six months, may be allowed. The contractor may be relieved of this contract at any time upon giving the department 45 days' notice of desire to retire.

Eighth. It is hereby further stipulated and agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this contract or agreement, or any benefit to arise therefrom.

Ninth. That at any time during the continuance of this contract the Postmaster General may require new or additional sureties upon the bond hereto annexed, if, in his opinion, such sureties are necessary for the proper protection of the interests of the United States; and that the contractor shall furnish such sureties to the satisfaction of the Postmaster General within 10 days after notice so to do; and in default thereof this contract may be annulled at the option of the Postmaster General.

Tenth. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by him hereunder, and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to him hereunder is free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Eleventh. It is hereby further stipulated and agreed by the contractor that this contract is subject to all the conditions imposed by law, and by the several acts of Congress relating to post offices and post roads, and the conditions stated in the advertisement pursuant to which this contract is made.

Twelfth. It is hereby further stipulated and agreed that this contract may, in the discretion of the Postmaster General, be continued in force beyond its express terms for a period not exceeding six months until a new contract with the same or other contractors shall be made by the Postmaster General.

Thirteenth. In view of the fact that the payment to the contractor includes the weight of the equipment as well as the mail, it is stipulated and agreed the department will not pay for the transportation over this route of any intercompany mail addressed to the contractor or his agents and pertaining to company business, nor will the department pay for any parcels carried over this route consigned to or for the use of the contractor.

Fourteenth. It is hereby further stipulated and agreed that the distances for purposes of computation of payment to the contractor shall be considered as from center of city to center of city (designated as stops on the route) in an air line.

Fifteenth. It is hereby further stipulated and agreed that whenever an existing stop is discontinued, or an additional stop added, in accordance with the provisions as set forth in this contract, the distance over the route will be restated and payment for the units of 100 miles or fraction thereof in addition to the first 1,000 miles will be made on the same basis as before. Where the distance formerly was less than 1,000 miles, the rate for each hundred miles or fraction thereof in excess of 1,000 miles under the restatement shall be in the same ratio as the original bid was to the maximum allowed by law.

Sixteenth. It is hereby further stipulated and agreed that the mail compartment of planes used in the transportation of mail, designated as such by the Post Office Department, must meet with the approval of the Postmaster General, in so far as location, size, and construction is concerned, and that such planes must be manufactured in the United States.

In witness whereof, the Postmaster General has executed this contract in behalf of the United States and caused the seal of the Post Office Department to be affixed thereto, and the said contractor has hereunto set his hand and seal.

Signed, sealed, and delivered in behalf of the United States this 31st day of July, 1928.

UNITED STATES OF AMERICA,
By HARRY S. NEW, *Postmaster General*.

Witness to signature of Postmaster General:

ALICE MUMMENHOFF.

Signed this 20th day of July, 1928.

ST. TAMMANY GULF COAST AIRWAYS (INC.),
By M. D. KOSTMAYER, *President*.

Witnesses to signature of contractor:

RAYMOND SAAL.
VICTOR F. GRIMA.

EXHIBIT 24

Name of route: A. M. No. 30.

Termination: Chicago, Ill.-Atlanta, Ga.

Statement of original route: Chicago, Ill., via Champaign, Ill., Terre Haute and Evansville, Ind., and Nashville and Chattanooga, Tenn., to Atlanta, Ga., and from Evansville, Ind., to St. Louis, Mo., and return.

Extensions of original route: None.

Name of person, firm, or corporation holding the contract: Contractor, Interstate Air Lines (Inc.).

Terms of contract: Copy of the air mail route certificate containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 30, Interstate Air Lines (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
					<i>Miles</i>
Effective from Dec. 1, 1930.....	9.30 p. m.	A	Chicago, Ill.	Atlanta, Ga.	648
Do.....	12 p. m.	A	Atlanta, Ga.	Chicago, Ill.	648
Do.....	3.30 p. m.	A	Nashville, Tenn.	Atlanta, Ga.	237
Do.....	9.25 a. m.	A	Atlanta, Ga.	Nashville, Tenn.	237
Do.....	10.50 p. m.	A	St. Louis, Mo.	Evansville, Ind.	162
Do.....	4.35 a. m.	A	Evansville, Ind.	St. Louis, Mo.	162

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Pas-senger types of equip-	
Effective from Dec. 1, 1930....	25	400	\$0.65	15	1	1.5	3		\$0.85½
Do.....	25	400	.65	15	1	1.5	3		.85½
Do.....	12.5	200	.55		1	1.5	3	1.5	.62
Do.....	12.5	200	.55		1	1.5	3	1.5	.62
Do.....	12.5	200	.55	15			3		.73
Do.....	12.5	200	.55	15			3		.73

ROUTE CERTIFICATE AIR MAIL SERVICE

Route: Chicago, Ill., via certain designated points, to Atlanta, Ga., and return.

Carrier: Interstate Airlines (Inc.), of Chicago, Ill.

Whereas, section 2 of the act of Congress, approved on the 29th day of April, 1930, entitled "An act to amend the air mail act of February 2, 1925, as amended by the acts of June 3, 1926, and May 17, 1928, further to encourage commercial aviation," is as follows:

The Postmaster General may, if in his judgment the public interest will be promoted thereby, upon the surrender of any air mail contract, issue in substitution therefor a route certificate for a period of not exceeding ten years from the date service started under such contract to any contractor or subcontractor who has satisfactorily operated an air mail route for a period of not less than two years, which certificate shall provide that the holder thereof shall have the right, so long as he complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to the advances in the art of flying and passenger transportation, to carry air mail over the route set out in the certificate or any modification thereof at rates of compensation to be fixed from time to time, at least annually by the Postmaster General, and he shall publish in his annual report his reasons for the continuance or the modification of any rates: *Provided*, That such rates shall not exceed \$1.25 per mile. Such certificate may be canceled at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for his guidance, notice of such intended cancellation to be given in writing by the Postmaster General and forty-five days allowed the holder in which to show cause why the certificate should not be canceled.

And whereas Interstate Airlines (Inc.), of Chicago, Ill., a corporation duly organized and existing under the laws of the State of Illinois, hereinafter called the carrier, on the 17th day of September, 1928, duly entered into a contract with the United States to transport the air mail by aircraft on a route from Chicago, Ill., by way of certain designated points, to Atlanta, Ga., and return, the said contract presently being in full force and effect;

And whereas the said carrier has satisfactorily operated said air route for a period of not less than two years, to wit, from the 19th day of November, 1928, and is willing to surrender the said air mail contract and accept in substitution therefor a route certificate as provided in section 2 of the act of Congress approved the 29th day of April, 1930;

And whereas, in the judgment of the Postmaster General, the public interest will be promoted by the issuance to said carrier of a route certificate in substitution for said contract:

Now, therefore, pursuant to the authority in me vested by the provisions of said act, I hereby certify that said Interstate Airlines (Inc.), of Chicago, Ill., shall have the right, so long as it complies with all rules, regulations, and orders that may be issued by the Postmaster General for meeting the needs of the Postal Service and adjusting mail operations to advances in the art of flying and passenger transportation, to carry air mail over the route hereinafter set out or any modification thereof, at rates of compensation fixed herein, or to be fixed from time to time, at least annually, by the Postmaster General, provided that such rates shall not exceed \$1.25 per mile, for a period ending not more than 10 years from the date of beginning service under said contract, to wit, on the 5th day of April, 1936; subject to the following conditions:

TERMS AND CONDITIONS

1. The issuance of this certificate by the Postmaster General and its acceptance by the carrier as hereinafter provided shall be deemed a full mutual release of the United States and the said carrier from all the terms, conditions, and obligations of the air mail contract hereinbefore referred to, dated the 9th day of August, 1928, from the date of the acceptance of this certificate, except compensation due for services performed prior to the date hereof, and upon the acceptance thereof the said carrier shall surrender the said contract to the United States.

2. The route over which the carrier shall have the right to carry air mail shall be from Chicago, Ill., by way of certain designated points, to Atlanta, Ga., and return, including any extension or other modification of said route that may be made as hereinafter provided.

3. Upon 60 days' notice to the carrier, the Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions or consolidations, and prescribe the schedule therefor, including the stops thereon, and determine the mileage upon which the compensation of the carrier is to be based.

4. For the purposes of this certificate the distance between the terminal points of the route hereinbefore prescribed shall be deemed to be 810 miles.

5. The aircraft employed by the carrier in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, air worthy, and suitable for the service prescribed; the design and capacity of such aircraft, and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

The following service may be prescribed by the Postmaster General:

- A. Night mail service.
- B. Night mail and passenger service.
- C. Day mail service.
- D. Day mail and passenger service.

6. Until and including the 31st day of December, 1930, or until otherwise directed by the Postmaster General, the carrier shall provide the following service over said route:

(1) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Chicago, Ill., at 9.30 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

(2) One flight by a plane having not less than 25 cubic feet of space for 400 pounds of air mail, departing from Atlanta, Ga., at 12 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 85½ cents per mile, until otherwise ordered.

(3) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 2 passengers, departing from Nashville, Tenn., at 3.30 p. m., daily, to be classified as class D service, and payment made therefor at the rate of 62 cents per mile, until otherwise ordered.

(4) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, and accommodations for not less than 2 passengers, departing from Atlanta, Ga., at 9.25 a. m., daily,

to be classified as class D service, and payment made therefor at the rate of 62 cents per mile, until otherwise ordered.

(5) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from St. Louis, Mo., at 10.50 p. m., daily, to be classified as class A service, and payment made therefor at the rate of 73 cents per mile, until otherwise ordered.

(6) One flight by a plane having not less than 12.5 cubic feet of space for 200 pounds of air mail, departing from Evansville, Ind., at 4.35 a. m., daily, to be classified as class A service, and payment made therefor at the rate of 73 cents per mile, until otherwise ordered.

7. Upon 60 days' notice to the carrier, the Postmaster General may increase, diminish, or modify the service above prescribed, and make such adjustments in the compensation of the carrier as he may deem proper.

8. The carrier shall transport the mails of the United States offered for carriage over the route hereinbefore set out with due celerity, in a safe and secure manner, free from wet or other injury, receiving and delivering the same at fields and points therein designated on schedules prescribed by the Postmaster General.

9. Payments shall be made to the carrier monthly upon evidence that the service authorized hereby has been well and faithfully performed in accordance with the provisions hereof.

10. The carrier shall keep and maintain an accurate system of accounting in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The carrier shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

11. The carrier shall not, directly or indirectly, promote the use of the air mail over the route hereinbefore set out, or any other air mail route except in accordance with regulations prescribed by the Postmaster General.

12. This certificate is issued upon the express conditions that the said carrier will hold itself subject to all the conditions imposed by the several acts of Congress relating to the air mail service and to all the provisions of the law relating to post offices and the Postal Service generally in so far as they are applicable to the air mail service; that no Member of or Delegate to Congress shall be admitted to any share or part of the benefits accruing to it hereunder; and that it has not employed a third person to solicit or obtain the same, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by it thereunder, and that it has not, in estimating the price at which it undertakes hereunder to carry the mail, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to it hereunder is free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this certificate. And it is understood that a breach of this condition shall constitute adequate

cause for the cancellation of this certificate by the Postmaster General, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

13. The said carrier shall be responsible for the persons to whom it commits the custody and transportation of the mails, and the observance of the law by such persons and the faithful performance of the duties required by it of them; and shall not commit the custody or transportation of the mails to any person under 16 years of age, nor to any person under a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction, nor to any person not authorized by law to be concerned in contracts for carrying the mail.

14. The said carrier shall be answerable in damages to the United States for any breach by it, or by its officers or agents, of the terms and conditions set out herein; and for such a breach, or for inferior service, or for loss of or damage to the mail through its fault or that of its officers or agents, the Postmaster General may make such deductions from the pay of the said carrier as he may deem proper.

15. The carrier shall be required to provide necessary workroom space in its buildings on the field or fields to permit proper handling and distribution of mails by Post Office Department employees.

16. This certificate may be canceled by the Postmaster General at any time for willful neglect on the part of the holder to carry out any rules, regulations, or orders made for its guidance, notice of such intended cancellation to be given in writing by the Postmaster General and 45 days allowed the holder in which to show cause why the certificate should not be canceled.

17. By agreement of the Postmaster General and the carrier, the life of this certificate may be curtailed, said certificate may be canceled, or any other modification may be made herein not inconsistent with law.

18. The Postmaster General shall have the right at any time during the period of service authorized hereby to require the carrier to furnish surety other than that for which provision is hereafter made, and in his discretion to increase or reduce the amount of the bond that has been furnished by the carrier.

19. The delivery to and acceptance and approval by the Postmaster General of a bond in the sum of \$16,000 conditioned upon the faithful and efficient performance in accordance with the terms and conditions hereinbefore set out, of the service intended to be authorized by this certificate, duly executed by a surety acceptable to the Postmaster General; and the acceptance of this certificate upon the said terms and conditions, evidenced by the countersignature of the said carrier, shall be conditions precedent to the vesting of any right in the said carrier by virtue hereof.

Witness my hand and seal this 7th day of November, 1930.

[SEAL.]

WALTER F. BROWN,
Postmaster General.

ALICE MUMMENHOFF.

Witness to the signature of the Postmaster General.

Accepted upon the terms and conditions above set out this 7th day of November, 1930.

[SEAL.]

INTERSTATE AIRLINES (INC.),
HAINER HINSHAW, *Vice President.*

EXHIBIT 25

Name of route: A. M. No. 33.

Termination: Atlanta, Ga.-Los Angeles, Calif.

Statement of original route: Atlanta, Ga., via Jackson, Miss.; Shreveport, La.; Dallas, Fort Worth, Big Spring, and El Paso, Tex.; Douglas, Tucson, and Phoenix, Ariz.; to Los Angeles, Calif., and return; and from Big Spring, via San Angelo to San Antonio, Tex., and return.

Extensions of original route: None.

Name of person, firm, or corporation holding the contract: Contractor, Robertson Aircraft Corporation and Southwest Air Fast Express (Inc.); sublet to Southern Air Fast Express (Inc.), effective October 15, 1930; name of subcontractor changed to Southern Transcontinental Airways (Inc.), effective January 8, 1931.

Terms of contract: Copy of the air mail route contract containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 33, Southern Transcontinental Airways (Inc.), as of February 12, 1931:

	Trip	Fre- quency	From—	To—	Dis- tance
Effective from Oct. 15, 1930.....	8.10 a. m..	A	Dallas, Tex.....	Los Angeles, Calif.	<i>Miles</i> 1,349
Do.....	5.35 a. m..	A	Los Angeles, Calif.	Dallas, Tex.....	1,349
Do.....	4.55 p. m..	A	Big Spring, Tex...	San Antonio, Tex.	273
Do.....	7.30 a. m..	A	San Antonio, Tex.	Big Spring, Tex...	273
Effective from Jan. 12, 1931.....	8.20 a. m..	A	Atlanta, Ga.....	Fort Worth, Tex...	783
Do.....	8.15 a. m..	A	Fort Worth, Tex...	Atlanta, Ga.....	783

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Ter- rain	Fog	Radio	Pas- senger types of equip- ment	
Effective from Oct. 15, 1930.....	47	423	\$0.75	-----	-----	2.5	6	4.5	\$0.88
Do.....	47	423	.75	-----	-----	2.5	6	4.5	.88
Do.....	47	423	.75	-----	-----	2.5	-----	-----	.77½
Do.....	47	423	.75	-----	-----	2.5	-----	-----	.77½
Effective from Jan. 12, 1931.....	47	423	.75	-----	-----	2.5	6	4.5	.88
Do.....	47	423	.75	-----	-----	2.5	6	4.5	.88

POST OFFICE DEPARTMENT CONTRACT FOR AIR-MAIL SERVICE

Route: Atlanta, Ga., via Birmingham, Ala., Dallas, Fort Worth, and El Paso, Tex., and via such points in New Mexico and Arizona as may be designated, to Los Angeles, Calif., and return; and from Big Spring to San Antonio, Tex., and return.

Contractor: Robertson Aircraft Corporation of Missouri, and Southwest Air Fast Express (Inc.), of Delaware.

This article of contract, made the 16th day of September, 1930, between the United States of America (acting in this behalf by the Postmaster General) and Robertson Aircraft Corporation of Missouri and Southwest Air Fast Express (Inc.), of Delaware, contractor:

Witnesseth, that whereas Robertson Aircraft Corporation of Missouri, and Southwest Air Fast Express (Inc.), of Delaware, have been accepted according to law as contractor for transporting the mails on route certificate air mail No. 33, from Atlanta, Ga., via Birmingham, Ala., Dallas, Fort Worth, and El Paso, Tex., and via such points in New Mexico and Arizona as may be designated to Los Angeles, Calif., and return; and from Big Spring to San Antonio, Tex., and return, under an advertisement issued by the Postmaster General on August 2, 1930, for such service, which advertisement is hereby referred to and made by such reference a part of this contract, at the rate of 100 per cent of the maximum rates set out in the advertisement; the bid to apply against the \$1.25 provision of the law, and the contractor to furnish 47 cubic feet of space for up to 423 pounds of mail, at 75 cents a mile plus full variables, with an appropriate change in rate as set out in the advertisement in the event the poundage figure is exceeded, for a period not exceeding four years from starting date specified in the order of the Postmaster General, which date shall not be later than 30 days after award of this contract.

Now, therefore, the said contractor undertakes, covenants, and agrees with the United States of America—

First. To carry the mails offered with due celerity, certainty, and security, and in safe and suitable aircraft on the route described and on the schedule set forth by the Postmaster General, the contractor to receive and deliver the mails at the designated fields and point on said fields as approved by the Postmaster General.

Second. To carry said mails in a safe and secure manner, free from wet or other injury.

Third. To be accountable and answerable in damages for the person to whom the contractor shall commit the care and transportation of the mails and his faithful performance of the obligations assumed herein and those imposed by law; not to commit the care and transportation of the mails to any person under 16 years of age, nor to any person undergoing a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction nor to any person not authorized by law to be concerned in contracts for carrying the mails.

Fourth. For which service when performed and evidence thereof shall have been filed with the Postmaster General, the said contractor is to be paid by the United States at the rate or rates applicable thereto; payments to be made monthly and as soon after the close of each month as accounts can be adjusted and settled, said pay to be subject, however, to be reduced or discontinued by the Postmaster General as hereinafter stipulated or to be suspended in case of delinquency.

Fifth. It is hereby also stipulated and agreed that deductions in pay will be made for suffering the mails to become wet, injured, or destroyed, or when a grade of service is rendered inferior to that stipulated in the contract, or for the loss of or depredation upon the mails in the custody of the contractor or his agent, provided the loss is occasioned by their fault.

Sixth. It is hereby further stipulated and agreed by the contractor that the Postmaster General may annul the contract or impose forfeitures, in his discretion, for repeated failures or for failures to perform service according to contract; for violating the Postal Laws and Regulations; for subletting service without the consent of the Post-

master General, or assigning or transferring the contract; for combining to prevent others from bidding for the performance of postal service, and such annulment shall not impair the right of the department to claim damages from the contractor and his sureties.

Seventh. It is hereby further stipulated and agreed that this contract may be terminated whenever, in the judgment of the Postmaster General, the interests of the Postal Service shall so require, upon serving notice upon the contractor at least 45 days prior to such termination: Provided, That in case of such discontinuance of service, as a full indemnity to the contractor, one month's extra pay, based on the average pay for the preceding 6-month period, or full period of service if less than six months, may be allowed. The contractor may be relieved of this contract at any time upon giving the department 45 days notice of desire to retire.

Eighth. It is hereby further stipulated and agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this contract or agreement, or any benefit to arise therefrom.

Ninth. That at any time during the continuance of this contract the Postmaster General may require new or additional sureties upon the bond hereto annexed, if, in his opinion, such sureties are necessary for the proper protection of the interests of the United States; and that the contractor shall furnish such sureties to the satisfaction of the Postmaster General within 10 days after notice so to do; and in default thereof this contract may be annulled at the option of the Postmaster General. The Postmaster General may increase or reduce the amount of bond required, if, in his opinion, the same is warranted.

Tenth. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by him hereunder, and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to him hereunder is free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Eleventh. The determination of the mileage involved and the issuance of appropriate regulations covering the period necessary before regular higher authorizations will be issued, the compensation for excess poundage carried upon emergency authorizations, and such other matters pertinent thereto, is reserved by the department.

Twelfth. It is hereby further stipulated and agreed by the contractor that this contract is subject to all the conditions imposed by law, and by the several acts of Congress relating to post offices and post roads, and the conditions stated in the advertisement pursuant to which this contract is made.

Thirteenth. It is hereby further stipulated and agreed that this contract may, in the discretion of the Postmaster General, be continued in force beyond its express terms for a period not exceeding six months until a new contract with the same or other contractors shall be made by the Postmaster General.

Fourteenth. The Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions and consolidations, and prescribe the schedule therefor, including the stops thereon, in accordance with the terms of the advertisement and the law, and determine the mileage upon which the compensation of the contractor is to be based.

Fifteenth. The aircraft employed by the contractor in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy and suitable for the service prescribed; the design and capacity of such aircraft and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

Sixteenth. The contractor shall keep and maintain an accurate system of accounting, in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The contractor shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

Seventeenth. The contractor shall not directly or indirectly promote the use of the air mail over the route hereinbefore set out, or any other air mail route, except in accordance with regulations prescribed by the Postmaster General.

In witness whereof, the Postmaster General has executed this contract in behalf of the United States and caused the seal of the Post Office Department to be affixed thereto, and the said contractor has hereunto set his hand and seal.

Signed, sealed, and delivered in behalf of the United States this 1st day of October, 1930.

[SEAL.]

UNITED STATES OF AMERICA,
By WALTER F. BROWN,
Postmaster General.

Witness to signature of Postmaster General:

KENNETH MACPHERSON.

Signed this 1st day of October, 1930.

[SEAL.]

ROBERTSON AIRCRAFT CORPORATION,
By F. G. COBURN, *President.*

[SEAL.]

SOUTHWEST AIR FAST EXPRESS,
By ERLE P. HALLIBURTON, *President.*

Contractor.

Witnesses to signature of contractor:

HAINER HINSHAW.
HAROLD KORDOY.

EXHIBIT 26

Name of route: A. M. No. 34.

Termination: New York, N. Y.-Los Angeles, Calif.

Statement of original route: New York, N. Y., via Philadelphia, Harrisburg, and Pittsburgh, Pa., Columbus, Ohio, Indianapolis, Ind., St. Louis and Kansas City, Mo., Wichita, Kans., Amarillo, Tex., Albuquerque, N. Mex., and Winslow, Ariz., to Los Angeles, Calif., and return; and from St. Louis, Mo., via Springfield, Mo., and Tulsa and Oklahoma City, Okla., to Amarillo, Tex., and return.

Extensions to original route: None.

Name of person, firm, or corporation holding the contract: Contractor, Western Air Express (Inc.), and Transcontinental Air Transport (Inc.). Sublet to Transcontinental & Western Air (Inc.), effective October 25, 1930.

Terms of contract: Copy of the air mail route contract containing the terms and conditions under which service over this route is performed is attached hereto.

The following service is authorized on route A. M. No. 34, Transcontinental & Western Air (Inc.), as of February 12, 1931:

	Trip	Frequency	From—	To—	Distance
					<i>Miles</i>
Effective from Oct. 25, 1930.....	8 a. m.	A	New York, N. Y.	Kansas City, Mo.	1,144
Do.....	6.35 a. m.	A	Kansas City, Mo.	New York, N. Y.	1,144
Do.....	8.30 a. m.	A	do.....	Los Angeles, Calif.	1,482
Do.....	5 a. m.	A	Los Angeles, Calif.	Kansas City, Mo.	1,482
Effective from Dec. 15, 1930.....	11.20 a. m.	A	St. Louis, Mo.	Amarillo, Tex.	707
Do.....	7 a. m.	A	Amarillo, Tex.	St. Louis, Mo.	707

	Cubic feet	Pounds	Base rate per mile	Variables (cents per mile)					Rate per mile
				Night	Terrain	Fog	Radio	Passenger types of equipment	
Effective from Oct. 25, 1930...	25	225	¹ \$0.40	-----	-----	-----	-----	-----	\$0.39
Do.....	25	225	1.40	-----	-----	-----	-----	-----	.39
Do.....	25	225	1.40	-----	-----	-----	-----	-----	.39
Do.....	25	225	1.40	-----	-----	-----	-----	-----	.39
Effective from Dec. 15, 1930...	25	225	1.40	-----	-----	-----	-----	-----	.39
Do.....	25	225	1.40	-----	-----	-----	-----	-----	.39

¹ 97½ per cent.

POST OFFICE DEPARTMENT CONTRACT FOR AIR MAIL SERVICE

Route: New York, N. Y., via Philadelphia and Pittsburgh, Pa., Columbus, Ohio, Indianapolis, Ind., St. Louis and Kansas City, Mo., Amarillo, Tex. (or from St. Louis, via Tulsa, to Amarillo, either or both routes), and Albuquerque, N. Mex., to Los Angeles, Calif., and return.

Contractor: Western Air Express (Inc.), a corporation of California, and Transcontinental Air Transport (Inc.), a corporation of Delaware.

This article of contract, made the 30th day of September, 1930, between the United States of America (acting in this behalf by the

Postmaster General) and Western Air Express (Inc.), a corporation of California, and Transcontinental Air Transport (Inc.), a corporation of Delaware, contractor:

Witnesseth, that whereas Western Air Express (Inc.), a corporation of California, and Transcontinental Air Transport (Inc.), a corporation of Delaware, have been accepted according to law as contractor for transporting the mails on route certificate air mail No. 34, from New York, N. Y., via Philadelphia and Pittsburgh, Pa., Columbus, Ohio, Indianapolis, Ind., St. Louis and Kansas City, Mo., Amarillo, Tex. (or from St. Louis, via Tulsa, to Amarillo, either or both routes), and Albuquerque, N. Mex., to Los Angeles, Calif., and return, under an advertisement issued by the Postmaster General on August 2, 1930, for such service, which advertisement is hereby referred to and made by such reference a part of this contract, at the rate of 97½ per cent of the maximum rates set out in the advertisement, the bid to be applied against the 40-cent provision and against the \$1.25 provision, and the service commenced at the 40-cent provision with a proviso for changing the rate to the appropriate bracket set up under the \$1.25 provision in the event that the poundage should exceed 225 pounds, for a period not exceeding four years from starting date specified in the order of Postmaster General, which date shall not be later than 30 days after award of this contract.

Now, therefore, the said contractor undertakes, covenants, and agrees with the United States of America—

First. To carry the mails offered with due celerity, certainty and security, and in safe and suitable aircraft on the route described and on the schedule set forth by the Postmaster General, the contractor to receive and deliver the mails at the designated fields and point on said fields as approved by the Postmaster General.

Second. To carry said mails in a safe and secure manner, free from wet or other injury.

Third. To be accountable and answerable in damages for the person to whom the contractor shall commit the care and transportation of the mails and his faithful performance of the obligations assumed herein and those imposed by law; not to commit the care or transportation of the mails to any person under 16 years of age, nor to any person undergoing a sentence of imprisonment at hard labor imposed by a court having criminal jurisdiction nor to any person not authorized by law to be concerned in contracts for carrying the mails.

Fourth. For which service when performed and evidence thereof shall have been filed with the Postmaster General, the said contractor is to be paid by the United States at the rate or rates applicable thereto, payments to be made monthly and as soon after the close of each month as accounts can be adjusted and settled, said pay to be subject, however, to be reduced or discontinued by the Postmaster General as hereinafter stipulated or to be suspended in case of delinquency.

Fifth. It is hereby also stipulated and agreed that deductions in pay will be made for suffering the mails to become wet, injured, or destroyed or when a grade of service is rendered inferior to that stipulated in the contract, or for the loss of or depredation upon the mails in the custody of the contractor or his agent, provided the loss is occasioned by their fault.

Sixth. It is hereby further stipulated and agreed by the contractor that the Postmaster General may annul the contract or impose forfeitures, in his discretion, for repeated failures or for failures to perform service according to contract; for violating the Postal Laws and Regulations; for subletting service without the consent of the Postmaster General, or assigning or transferring the contract; for combining to prevent others from bidding for the performance of postal service, and such annulment shall not impair the right of the department to claim damages from the contractor and his sureties.

Seventh. It is hereby further stipulated and agreed that this contract may be terminated whenever, in the judgment of the Postmaster General, the interests of the Postal Service shall so require, upon serving notice upon the contractor at least 45 days prior to such termination, provided, that in case of such discontinuance of service, as a full indemnity to the contractor, one month's extra pay, based on the average pay for the preceding 6-month period, or full period of service if less than six months, may be allowed. The contractor may be relieved of this contract at any time upon giving the department 45 days' notice of desire to retire.

Eighth. It is hereby further stipulated and agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this contract or agreement, or any benefit to arise therefrom.

Ninth. That at any time during the continuance of this contract the Postmaster General may require new or additional sureties upon the bond hereto annexed, if, in his opinion, such sureties are necessary for the proper protection of the interests of the United States; and that the contractor shall furnish such sureties to the satisfaction of the Postmaster General within 10 days after notice so to do; and in default thereof this contract may be annulled at the option of the Postmaster General. The Postmaster General may increase or reduce the amount of bond required, if, in his opinion, the same is warranted.

Tenth. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage, upon the amount receivable by him hereunder, and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all money payable to him hereunder is free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Eleventh. The determination of the mileage involved and the issuance of appropriate regulations covering the period necessary before regular higher authorization will be issued, the compensation for excess poundage carried upon emergency authorizations, and such other matters pertinent thereto, is reserved by the department.

Twelfth. It is hereby further stipulated and agreed by the contractor that this contract is subject to all the conditions imposed by law, and by the several acts of Congress relating to post offices and post roads, and the conditions stated in the advertisement pursuant to which this contract is made.

Thirteenth. It is hereby further stipulated and agreed that this contract may, in the discretion of the Postmaster General, be continued in force beyond its express terms for a period not exceeding six months until a new contract with the same or other contractors shall be made by the Postmaster General.

Fourteenth. The Postmaster General from time to time may modify said route by an extension or extensions thereof, including lateral extensions and consolidations, and prescribe the schedule therefor, including the stops thereon, in accordance with the terms of the advertisement and the law, and determine the mileage upon which the compensation of the contractor is to be based.

Fifteenth. The aircraft employed by the contractor in the service authorized hereby shall be manufactured in the United States. They shall be of modern design, airworthy, and suitable for the service prescribed; the design and capacity of such aircraft and the location, size, and construction of the mail compartments therein, shall be subject to the approval of the Postmaster General.

Sixteenth. The contractor shall keep and maintain an accurate system of accounting, in accordance with regulations prescribed by the Postmaster General. These accounts shall include a record of all obligations, investments, expenditures, receipts, and earnings from any source whatsoever, and shall be subject at all reasonable times to inspection and audit by the Post Office Department. The contractor shall furnish to the Postmaster General such information regarding its accounts and operations as he may from time to time require.

Seventeenth. The contractor shall not directly or indirectly promote the use of the air mail over the route hereinbefore set out, or any other air-mail route, except in accordance with regulations prescribed by the Postmaster General.

In witness whereof, the Postmaster General has executed this contract in behalf of the United States and caused the seal of the Post Office Department to be affixed thereto, and the said contractor has hereunto set his hand and seal.

Signed, sealed, and delivered in behalf of the United States this 1st day of October, 1930.

[SEAL.]

UNITED STATES OF AMERICA,
By WALTER F. BROWN,
Postmaster General.

Witness to signature of Postmaster General:

KENNETH MACPHERSON.

Signed this 1st day of October, 1930.

[SEAL.]

WESTERN AIR EXPRESS (INC.),
By HARRIS M. HANSBUE, *President.*
TRANSCONTINENTAL AIR TRANSPORT (INC.),
By J. T. MADDUX, *President.*

Witnesses to signature of contractor:

WILLIAM H. WHITE, Jr.
W. P. MACCRACKEN, Jr. [SEAL.]

